



Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

CARMELITA C. CRUZ AND
VILMA LOW TAY, doing business
under the name and style
“REPUBLIC SHOES AND
HANDBAGS
MANUFACTURING,”

Petitioners,

G.R. No. 236605

Present:

-versus-

METROPOLITAN BANK AND
TRUST COMPANY, PABLITA M.
MIGRINO (Clerk of Court and Ex-
Officio Sheriff, Regional Trial
Court [RTC], Pasig City) and
ALVARO D. MIJARES (Sheriff IV,
RTC, Pasig City).

Respondents.

X-----X
IN RE: EX-PARTE PETITION
FOR ISSUANCE OF A WRIT OF
POSSESSION, ETC.,

METROPOLITAN BANK AND
TRUST COMPANY,

Respondent.

Promulgated:

JUL 29 2024

X-----X

DECISION

M. LOPEZ, J.:

* Designated additional member in lieu of Associate Justice Jhosep Y. Lopez per Raffle dated October 25, 2022.

Before this Court is a Petition for Review on *Certiorari*¹ filed by Carmelita C. Cruz and Vilma Low Tay (Cruz et al.), doing business under the name and style “Republic Shoes & Handbags Manufacturing” assailing the Decision² and the Resolution³ of the Court of Appeals (CA), which dismissed their Complaint for Annulment of Foreclosure Sale and ordered the issuance of a writ of possession in favor of the creditor-mortgagee Metropolitan Bank and Trust Company (Metrobank).

Antecedents

From 1993 to 2004, Cruz et al. obtained various loans from Metrobank.⁴ To secure the obligation, Cruz et al., mortgaged a real property covered by the Transfer Certificate of Title (TCT) No. PT-66603 of the Registry of Deeds (RD) of Pasig City.⁵ However, Cruz et al. failed to pay their loans and had a restructuring agreement with Metrobank. They then executed a promissory note dated April 15, 2004 for the outstanding balance of PHP 8,600,000.00. Metrobank, however, alleged that the restructured loans remained unpaid.⁶

On the other hand, Cruz et al. denied defaulting in their payments. They complained that Metrobank failed to keep an accurate record of their account. After hiring an accountant to audit their payment history,⁷ Cruz et al. found out that they have overpaid the amount of PHP 3,540,529.55 as of September 21, 2004.⁸ This computation did not tally with Metrobank’s claim that it is entitled to collect the amount of PH P8,344,188.55 as of September 30, 2004.⁹ Thus, on May 4, 2005, Cruz et al. filed a Complaint for Accounting (Accounting case) against Metrobank with the Regional Trial Court of Marikina City (Marikina RTC).¹⁰

On January 6, 2009, or almost five years after petitioners’ alleged nonpayment of their restructured loans, Metrobank filed a Petition for Extrajudicial Foreclosure of Real Estate Mortgage before the RTC of Pasig

¹ *Rollo*, pp. 12–38.

² *Id.* at 39–49. The June 21, 2017 Decision in CA-G.R. CV No. 106039 was penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) and concurred in by Associate Justices Normandie B. Pizarro and Samuel H. Gaerlan (now a Member of the Court) of the Twelfth Division, Court of Appeals, Manila.

³ *Id.* at 51–52. The January 4, 2018 Resolution in CA-G.R. No. 106039 was penned by Associate Justice Jhosep Y. Lopez (now a Member of the Court) and concurred in by Associate Justices Normandie B. Pizarro and Samuel H. Gaerlan (now a Member of the Court) of the Former Twelfth Division, Court of Appeals, Manila.

⁴ *Id.* at 15, 42.

⁵ *Id.* at 16.

⁶ *Id.* at 41.

⁷ *Id.*

⁸ *Id.* at 41–42.

⁹ *Id.* at 41.

¹⁰ *Id.* at 42.

City (Pasig RTC).¹¹ Having emerged as the highest bidder during the foreclosure sale, Metrobank obtained a Certificate of Sale and registered it with the RD of Pasig City.¹² The RD cancelled petitioners' TCT No. PT-66603 and issued a new title, TCT No. 011-2012002076 under Metrobank's name.¹³ Thereafter, Metrobank filed an *Ex Parte* Petition for Issuance of a Writ of Possession before the Pasig RTC.¹⁴

Aggrieved, Cruz et al. filed an action to annul the foreclosure sale. They insisted that there was no basis to foreclose the mortgage since Metrobank has not fully accounted their total payments. They also asserted that their claim of overpayment should first be resolved.¹⁵

Eventually, the Pasig RTC consolidated Cruz et al.' Complaint for Annulment of Foreclosure Sale and the Petition for Writ of Possession filed by Metrobank in Civil Case No. 72144 and LRC Case No. R-7234 (consolidated cases).¹⁶

Meanwhile, in the Accounting case, the Marikina RTC rendered a Decision dated September 21, 2012¹⁷ ruling in favor of petitioners. It also ordered Metrobank to render a complete and detailed accounting of petitioners' payments from the years 1993 to 2004.¹⁸ Metrobank then appealed the Accounting case to the CA.¹⁹

While the Accounting case was pending appeal, the Pasig RTC rendered a Decision²⁰ in the consolidated cases nullifying the foreclosure proceedings, as follows:

WHEREFORE, premises considered, judgment is hereby rendered in Civil Case No. 72144 in favor of the plaintiffs CARMELITA CRUZ and VILMA LOW TAY and against the defendant Metropolitan Bank and Trust Company, declaring the extrajudicial proceedings conducted in EJP File No. 5560 of the Office of the Clerk of Court of the Regional Trial Court of Pasig City, NULL and VOID. Accordingly, defendant Metropolitan Bank and Trust Company is hereby ordered to pay the plaintiffs the following:

1. PHP 100,000.00 in Moral Damages;
2. PHP 50,000.00 in Exemplary Damages;

¹¹ *Id.* at 318.

¹² *Id.* at 368.

¹³ *Id.* at 321.

¹⁴ *Id.* at 42.

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ *Id.* at 323, 327.

¹⁸ *Id.* at 323-324, 327-328.

¹⁹ *Id.* at 327.

²⁰ *Id.* 314-325. Penned by Presiding Judge Maria Cheryl B. Laqui-Ceguera.

- and
3. PHP 50,000.00 in Attorney's Fees.

Concomittantly [*sic*], the Petition for the Issuance of a Writ of Possession docketed as LRC Case No. R-7234 is hereby denied. No costs.

So ordered.²¹

According to the Pasig RTC, Cruz et al. cannot be considered in default in the absence of a complete accounting of their payments.²² Since there is no categorical finding that Cruz et al. defaulted, the foreclosure proceedings initiated by Metrobank was premature.²³ Metrobank should have cautiously dealt with the mortgaged property knowing that Cruz et al. raised the issue of overpayment early on. In view of this, the Pasig RTC declared that Metrobank was not entitled to a writ of possession.²⁴

Dissatisfied, Metrobank appealed the judgment to the CA, which was denied in a Decision,²⁵ the CA ruled:

WHEREFORE, the appeal is **DENIED**. The September 21, 2012 Decision of the Regional Trial Court, Branch 192, Marikina City in Civil Case No. 2005-1035-MK is **AFFIRMED**. The case is **REMANDED** to the Regional Trial Court, Branch 192, Marikina City for proper accounting and reception of such evidence as may be needed to determine the actual amount of plaintiffs-appellees' indebtedness, and to adjudicate the parties' respective claims as such evidence may warrant.

SO ORDERED.²⁶

The CA's judgment remanding the case to the RTC was affirmed by the Court with finality. In *Metropolitan Bank and Trust Company v. Cruz*,²⁷ the Court declared:

Indeed, Metrobank's business is imbued with public interest. Its relationship with the respondents was based on trust and confidence. Correlatively, it had the duty to accurately and promptly record all the payments made by the respondents, to conduct a precise and thorough accounting of said payments, and to furnish the respondents with the copies of their loan documents. In fulfilling these tasks, it was bound by law and jurisprudence to observe high standards of integrity.

²¹ *Id.* at 325.

²² *Id.* at 323.

²³ *Id.* at 323-324.

²⁴ *Id.* at 324.

²⁵ *Id.* at 327-341. The February 23, 2015 Decision n CA-G.R. CV No. 99886 was penned by Associate Justice Pedro B. Corales and concurred in by Associate Justices Sesinando E. Villon and Rodil V. Zalameda (now a Member of the Court) of the Thirteenth Division, Court of Appeals, Manila.

²⁶ *Id.* at 340.

²⁷ 894 Phil. 177 (2021) [Per J. Gaerlan, First Division].

As held by both the RTC and the CA, Metrobank failed to furnish the respondents with a detailed and comprehensive accounting of their loan payments from 1993 to 2004. The documents it provided were incomplete and could not aid the trial court in the proper determination of the respondents' outstanding obligation. Worse, there were discrepancies in the respondents' accounts, which necessitate a thorough examination of all the loan records.

....

All told, a circumspect scrutiny of the loan documents and a proper accounting of the payments remitted will finally settle the question of whether or not there was an overpayment of the loan. It is Metrobank's fiduciary obligation to treat the respondents' accounts with the highest degree of diligence. Accordingly, the Court affirms the RTC's and CA's directive for Metrobank to provide a full accounting of all payments made, and to furnish all pertinent loan documents.

WHEREFORE, premises considered, the petition is **DENIED**. The February 23, 2015 Decision and the October 21, 2015 Resolution of the Court of Appeals in CA-G.R. CV No. 99886 are **AFFIRMED**.²⁸ (Emphasis supplied, citations omitted)

With regard to the consolidated cases, the CA issued a Decision²⁹ reversing the trial court's ruling. The CA held:

WHEREFORE, the instant appeal is **GRANTED**. The Decision dated 25 November 2014 rendered by the Regional Trial Court of Pasig City Branch 268 is **REVERSED AND SET ASIDE**.

The petition for annulment of foreclosure sale is dismissed and the petition for issuance of writ of possession is granted. The trial court is hereby ordered to issue a writ of possession in favor of Metrobank conditioned upon the payment of a bond should it find that the petition for issuance of writ of possession was filed within the one year redemption period.

SO ORDERED.³⁰

According to the CA, Cruz et al.'s alleged overpayment is not a ground to annul a foreclosure proceeding as it does not pertain to an irregularity committed during the foreclosure sale itself. The loans and the subsequent foreclosure of mortgage pertain to two different stages in the contractual relationship of a debtor and a creditor, which although interrelated, do not amount to a conclusive determination as to the validity of one once the validity of the other is established.³¹

²⁸ *Id.* at 188–191.

²⁹ *Id.* at 39–49.

³⁰ *Id.* at 49.

³¹ *Id.* at 44–45.

Anent Metrobank's breach of trust in foreclosing the mortgage without awaiting the outcome of the Accounting case, the CA rejected this allegation and ruled that the "breach of trust" in annulment cases must involve an act committed by a purchaser during the foreclosure sale, and not by a creditor-mortgagee.³² Lastly, the CA granted Metrobank's Petition for Writ of Possession since its issuance is merely a ministerial act on the part of the trial court.³³

Unsuccessful at reconsideration,³⁴ petitioners now seek recourse before the Court.

Petitioners fault the CA for reversing the Decision of the Pasig RTC claiming that respondent bank is liable for breach of trust—a ground to annul a foreclosure sale.³⁵ Petitioners also point to the Pasig RTC's ruling that they cannot be deemed in default in the absence of a final accounting of their payments, considering that respondent bank prematurely foreclosed the mortgage.³⁶ They add that the foreclosure sale and subsequent issuance of a writ of possession in favor of respondent bank must be void for lack of factual and legal basis.³⁷ Respondent bank filed an Opposition (To: Petition for Review dated [March 2, 2018]),³⁸ which essentially echoes the findings of the CA.

Issues

- a) Whether respondent bank prematurely foreclosed the mortgage pending accounting of petitioners' total payments; and
- b) Whether the foreclosure sale and the writ of possession issued in respondent bank's favor should be annulled.

Ruling

The petition is meritorious.

It is settled that the proper grounds for the annulment of a foreclosure sale are the following: "(1) that there was fraud, collusion, accident, mutual mistake, breach of trust or misconduct by the purchaser; (2) that the sale had not been fairly and regularly conducted; or (3) that the price was inadequate,

³² *Id.* at 45.

³³ *Id.* at 47–49.

³⁴ *Id.* at 51–52.

³⁵ *Id.* at 22.

³⁶ *Id.* at 29–30.

³⁷ *Id.* at 32.

³⁸ *Id.* at 364–393.

and the inadequacy was so great as to shock the conscience of the court.”³⁹ In this case, the CA and respondent bank characterized these grounds as *limited* in stating that a foreclosure sale cannot be annulled on other grounds not contemplated by the *exclusive* enumeration.⁴⁰

We disagree.

Specific, and not limited, is the accurate description of the grounds identified by jurisprudence. The specific grounds pertain to *irregularities committed during the foreclosure sale*. Indeed, none of the grounds encapsulates a scenario where there is no underlying basis for the foreclosure sale, i.e., when the secured debt is not delinquent or has been completely paid. Nevertheless, it cannot be disputed that the annulment of a foreclosure sale may also be based fundamentally on a finding that the loan secured by the mortgage has been fully paid.

At its core, a mortgage agreement is only an accessory contract to the principal loan obligation or *mutuum*.⁴¹ Necessarily, the validity of an accessory contract flows from the validity of the principal contract.⁴² Hence, a real estate mortgage, being an accessory contract, ceases to be valid when the obligation created by the principal contract of loan is extinguished by payment, or by any of following modes under Article 1231 of the New Civil Code, which states:

Article 1231. *Obligations are extinguished:*

- (1) *By payment* or performance;
- (2) By the loss of the thing due;
- (3) By the condonation or remission of the debt;
- (4) By the confusion or merger of the rights of creditor and debtor;
- (5) By compensation;
- (6) By novation.

Other causes of extinguishment of obligations, such as annulment, rescission, fulfillment of a resolutive condition, and prescription, are governed elsewhere in this Code. (Emphasis supplied)

³⁹ *Philippine National Bank v. Spouses Roque*, 681 Phil. 58, 67 (2012) [Per J. Reyes, Second Division]; *United Coconut Planters Bank v. Spouses Beluso*, 557 Phil. 326, 350–351 (2007) [Per J. Chico-Nazario, Third Division].

⁴⁰ *Rollo*, pp. 44–45.

⁴¹ See *Luntao v. BAP Credit Guaranty Corporation*, 818 Phil. 545, 546 (2017) [Per J. Leonen, Third Division].

⁴² *Id.*

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Based on this principle, petitioners' obligation⁴³ under the principal contract of loan may be extinguished by the *complete payment*⁴⁴ of their restructured loans. Such complete payment will effectively terminate the accessory obligation⁴⁵ created by their mortgage contract with Metrobank. Thus, contrary to the CA's ruling, the absence of an underlying basis to initiate foreclosure, i.e., when the mortgage is not violated because the secured loan has been fully paid, or is not delinquent, constitutes a valid ground to annul a foreclosure sale or proceeding.

In *Rizal Commercial Banking Corporation v. Buenaventura*,⁴⁶ the Court declared that the foreclosure is valid only when the debtor is in default in the payment of its obligation. The foreclosure is simply a consequence of the non-payment of mortgage indebtedness. Therefore, as a rule, the mortgage can only be foreclosed when the debt remains unpaid at the time it is due.⁴⁷ Parallel grounds for annulment of foreclosure may be drawn from Section 8⁴⁸ of Act No. 3135, as amended.⁴⁹ In this provision, the debtor is allowed to file a *petition to set aside the foreclosure sale and to cancel the writ of possession*⁵⁰ either on the ground that *the mortgage was not violated*, or the sale was not made in accordance with the provisions of Act No. 3135, as amended.⁵¹

Verily, the first ground contemplates a scenario wherein the mortgage is not violated—either because the principal loan subject of the mortgage is

⁴³ ELMER T. RABUYA, OBLIGATIONS AND CONTRACTS 211 (2019), provides: Principal obligations may be defined as those that can stand alone independently of the existence of other obligations and have their independent and individual purpose.

⁴⁴ NEW CIVIL CODE, art. 1233, provides: A debt shall not be understood to have been paid unless the thing or service in which the obligation consists has been completely delivered or rendered, as the case may be. *See Selegna Management and Development Corporation v. United Coconut Planters Bank*, 522 Phil. 671, 689 (2006) [Per J. Panganiban, First Division].

⁴⁵ ELMER T. RABUYA, OBLIGATIONS AND CONTRACTS 211 (2019), provides: Accessory obligations, on the other hand, may be defined as those attached to a principal obligation in order to complete the same or take their place in case of breach.

⁴⁶ 646 Phil. 673 (2010) [Per J. Nachura, Second Division].

⁴⁷ *Id.* at 679.

⁴⁸ Republic Act No. 3135 (1930), sec. 8 provides: The debtor may, in the proceedings in which possession was requested, but not later than thirty days after the purchaser was given possession, *petition that the sale be set aside and the writ of possession cancelled*, specifying the damages suffered by him, *because the mortgage was not violated or the sale was not made in accordance with the provisions hereof*, and the court shall take cognizance of this petition in accordance with the summary procedure provided for in section one hundred and twelve of Act Numbered Four hundred and ninety-six; and if it finds the complaint of the debtor justified, it shall dispose in his favor of all or part of the bond furnished by the person who obtained possession. Either of the parties may appeal from the order of the judge in accordance with section fourteen of Act Numbered Four hundred and ninety-six; but the order of possession shall continue in effect during the pendency of the appeal. (Emphasis and underscoring supplied).

⁴⁹ Act No. 4118 (1933). An Act to Amend Act Numbered Thirty-One Hundred and Thirty-Five, Entitled "An Act to Regulate the Sale Of Property Under Special Powers Inserted in or Annexed to Real-Estate Mortgages."

⁵⁰ Specifically referring to a writ of possession that was issued upon posting of the bond by the purchaser during the redemption period. *See 680 Home Appliances, Inc. v. Court of Appeals*, 744 Phil. 481, 493–496 (2014) [Per J. Brion, Second Division].

⁵¹ Act No. 3165, as amended, sec. 8.

fully paid, or the obligation to pay has been extinguished by other modes stated in Article 1231 of the Civil Code. At this point, there is no reason yet for the creditor/mortgagee to initiate foreclosure proceedings.

The same principle holds true when there is genuine uncertainty on the existence of the principal loan obligation. Ordinarily, a creditor's failure to render an accounting when demanded by the debtor is not a ground to annul the foreclosure of the mortgage.⁵²

In this case, however, there is a final and executory judgment rendered by the Court in the Accounting case, *Metropolitan Bank and Trust Company v. Cruz*.⁵³ There, the Court affirmed the judgment ordering the remand of the case to the Marikina RTC so that respondent bank may render a complete and accurate accounting of petitioners' obligation.⁵⁴

The final judgment in the earlier Accounting case presents a compelling variable that demands a nuance approach in our task of evaluating the debtors' plea for annulment of the foreclosure of mortgage.

To recall, petitioners hired an accountant who examined the 1993 to 2004 summary on application of payments prepared by respondent bank, along with the promissory notes, original receipts, cleared checks, and other checks issued by petitioners. It was then discovered that petitioners had paid a total of PHP 32,648,374.60 but respondent bank only recorded PHP 20,507,855.05, leaving an unaccounted payment of PHP 12,140,519.55. Even if assuming that the PHP8,600,000.00 restructured loan balance is to be deducted, still, petitioners have an overpayment of PHP 3,540,519.55 as of September 21, 2004.

Further, petitioners claimed that respondent bank engaged in several questionable practices, such as delayed recording of payments which increased the interest rates; failure to account for a *dacion en pago*; non-issuance of receipts for some lump sum payments; and failure to record some checks they had received from petitioners. As such, petitioners demanded for an accounting/reconciliation of their records and for a refund of their overpayment.⁵⁵

As succinctly explained by Associate Justice Maria Filomena D. Singh during the Court's deliberations, the final and definitive ruling in the

⁵² *Selegna Management and Development Corporation v. United Coconut Planters Bank*, 522 Phil. 671, 686–687 (2006) [Per C.J. Panganiban, First Division].

⁵³ 894 Phil. 177, 191 (2021) [Per J. Gaerlan, First Division].

⁵⁴ *Id.* at 189–191.

⁵⁵ See *Metropolitan Bank and Trust Co. v. Cruz*, 894 Phil. 177 (2021) [Per J. Gaerlan, First Division].

Accounting case that Metrobank was remiss in its obligation to render a full and correct accounting, resulting to the uncertainty on whether the principal obligations remains unpaid, constitutes *res judicata by conclusiveness of judgment* to the instant case.

Res judicata by conclusiveness of judgment dictates that any right, fact, or matter directly adjudicated or necessarily involved in a prior action before a competent court is conclusively settled by the judgment. It cannot be relitigated between the parties and their privies, regardless of whether the claims or subject matters of the two suits are identical.⁵⁶ For the rule to apply, the following must concur: “(1) the judgment sought to bar the new action must be final; (2) the decision must [be] rendered by a court having jurisdiction over the subject matter and the parties; (3) the disposition of the case must be a judgment on the merits; and (4) there must be . . . identity of parties, [although not necessarily] identity of causes of action.”⁵⁷

All the elements are present in this case. The final and executory judgment⁵⁸ in the Accounting case was rendered by courts having jurisdiction over the subject matter and the parties; it was decided on the merits; and the parties in that case and in this case are identical. Although not similar as regards causes of action, the ruling in the accounting case ultimately affects the narrative of the present case. To be sure, the Court cannot allow respondent bank’s foreclosure to prosper on account of the ruling in the Accounting case as it would contradict the final and executory judgment that there is genuine ambiguity in respondent bank’s records regarding the existence of the principal loan obligation.

As discussed, payment of loans is a general ground to annul the foreclosure sale. To allow the foreclosure proceedings without first resolving the discrepancies in petitioners’ account would dilute the essence of payment and would undermine the immutable finding that respondent bank was remiss in its fiduciary duty to petitioners.

Under the principle of *immutability of judgment*, a judgment that has acquired finality becomes immutable and unalterable and may no longer be modified *in any respect*.⁵⁹ As we have underscored in the accounting case, the fiduciary nature of the banking industry and the obligation of banks to handle their clients’ accounts with utmost fidelity and care cannot be overstated. The final judgment in *Metropolitan Bank and Trust Company*, thus, presents a legitimate basis to invalidate the foreclosure proceedings.

⁵⁶ See *Heirs of Eutiquio Elliot v. Corcuera*, 880 Phil. 232, 240 (2020) [Per J. Lazaro-Javier, First Division]. See also RULES OF COURT, Rule 38, sec. 47(c).

⁵⁷ *Id.* at 240–241.

⁵⁸ *Id.* at 437. The Entry of Judgment dated June 15, 2022 issued by the Court.

⁵⁹ *Montehermoso, v. Batuto*, 891 Phil. 532 (2020) [Per J. Lazaro-Javier, Second Division].

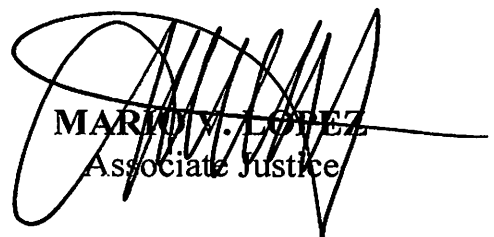
Precisely, the Court is justified in annulling the foreclosure proceedings to underscore the banks' obligation to exercise *extraordinary diligence* in commercial transactions.⁶⁰ Guided by the principles of fairness, diligence in banking practices, and the fiduciary duty owed by banks to their clients, the Court cannot sanction respondent bank's foreclosure considering the proven deficiencies in its records and its clear nonfulfillment of the obligation to provide a complete and accurate accounting to its bank clients. Moreover, this practical approach would prevent undue burden on the part of petitioners who might be subjected to another prolonged and unnecessary litigation to set aside the writ of possession in order to reclaim their mortgaged property – if it is later adjudged by the Marikina RTC that they have indeed fully paid their loan obligation.

Finally, the issuance of a writ of possession is merely a consequence of, and is dependent on the validity of the foreclosure and the public auction. Any flaw affecting any of the stages preceding the issuance of a writ of possession could affect its validity.⁶¹ For this reason, respondent bank as the creditor/purchaser cannot insist on having legitimately acquired possession of the mortgaged property pending the determination of the validity of the extrajudicial foreclosure of mortgage.

ACCORDINGLY, the Petition is **GRANTED**. The Court of Appeals' Decision dated June 21, 2017 and the Resolution dated January 4, 2018 in CA G.R. CV No. 106039 are **REVERSED**.

The Decision dated November 25, 2014 of Branch 268, Regional Trial Court of Pasig City in Civil Case No. 72144 and LRC Case No. R-7234 are **REINSTATED**. As adjudged in the Decision in *Metropolitan Bank and Trust Company v. Cruz*, the parties are **ORDERED** to await the final outcome of the Accounting case remanded to Branch 192, Regional Trial Court, Marikina City.

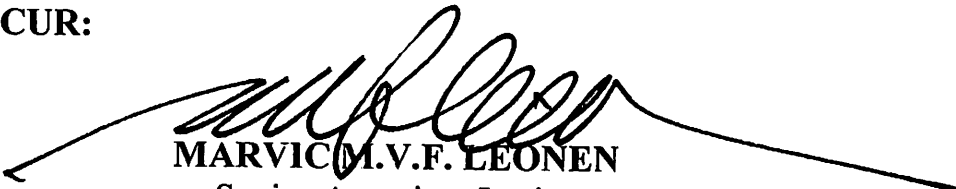
SO ORDERED.


MARIO V. LOPEZ
Associate Justice

⁶⁰ *Banco De Oro Universal Bank, Inc. v. Liza A. Seastres*, G.R. No. 257151, February 13, 2023 [Per J. Caguioa, Third Division].

⁶¹ *Cometa v. Intermediate Appellate Court*, 265 Phil. 569, 574 (1987) [Per J. Gutierrez, Jr., Second Division].

WE CONCUR:


MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson


AMY C. LAZARO-JAVIER
Associate Justice


ANTONIO T. KHO, JR.
Associate Justice


MARIA FILOMENA D. SINGH
Associate Justice

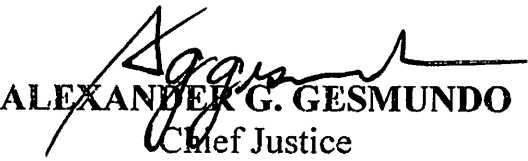
ATTESTATION

I attest that the conclusions in the above Decision has been reached in consultation before the case was assigned to the writer of the opinion of the Court’s Division.


MARVIC M.V.F. LEONEN
Senior Associate Justice
Chairperson

CERTIFICATION

Pursuant to Article VIII, Section 13 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