



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

EDWARD C. CIACHO,
Petitioner,

G.R. No. 259051
[Formerly UDK No. 17094]
Present:

-versus-

SPOUSES ADOLFO T. DE GUIA*
and FE ALMA V. DE GUIA
[deceased]; and BAYANI S.
CERILLA [deceased], substituted by
his heirs, MARY BERNADETTE G.
CERILLA and BYATRES MARI
CERILLA-BOHOL,
Respondents.

CAGUIOA, J., Chairperson,
INTING,
GAERLAN,
DIMAAMPAO, and
SINGH, JJ.

Promulgated:

FEB 26 2025

Michael B. B. B.

X- - - - -X

DECISION

SINGH, J.:

This resolves the Petition for Review on *Certiorari* filed by petitioner Edward C. Ciacho (**Ciacho**) to assail the Court of Appeals (CA) Decision,¹ dated December 19, 2019, and the Resolution,² dated May 27, 2021. The CA denied the appeal filed by Ciacho and affirmed the Decision,³ dated November 27, 2014, of the Branch 34, Regional Trial Court, Tacloban City (RTC), in the case entitled *Spouses Adolfo T. De Guia and Fe Alma V. De Guia v. Bayani S. Cerilla and Edward Ciacho*, for Annulment of Deed of Sale of Real Property with Damages, docketed as Civil Case No. 99-07-105. The RTC ruled in favor of respondents Spouses Adolfo T. De Guia (**Adolfo**) and Fe Alma V. De Guia (**Alma**) (collectively, **the Spouses De Guia**), and declared

* Also referred to as de Guia in some parts of the *rollo*.

¹ *Rollo*, pp. 71–84. The Decision in CA-G.R. CEB CV. No. 05536 was penned by Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Marilyn B. Lagura-Yap and Alfredo D. Ampuan of the Special Eighteenth Division, Court of Appeals, Cebu City.

² *Id.* at 96–97. The Resolution in CA-G.R. CEB CV. No. 05536 was penned by Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Pamela Ann Abella Maxino and Marilyn B. Lagura-Yap of the Special Former Special Eighteenth Division, Court of Appeals, Cebu City.

³ *Id.* at 32–51. Penned by Presiding Judge Frisco T. Lilagan.

invalid the subject Deed of Absolute Sale entered into by respondent Bayani S. Cerilla (**Cerilla**) and petitioner Ciacho.

The Facts

The properties subject of this case are: (1) a parcel of land consisting of 2,549 square meters previously covered by Transfer Certificate of Title (TCT) No. T-68 in the name of Andrea de Guia; and (2) a parcel of land consisting of 174 square meters previously covered by TCT No. T-1815 under the name of Rustico de Guia, both of which are located in Tacloban City. Adolfo inherited the subject properties from Spouses Enrique and Andrea de Guia.⁴

In 1994, Adolfo convinced Cerilla to invest in the two subject properties as it was facing foreclosure on the mortgages thereon.⁵ Cerilla agreed to redeem the subject properties from its existing encumbrances; thus, Deeds of Absolute Sale were executed by Adolfo in favor of Cerilla.⁶ TCT No. T-68 and TCT No. T-1815 were cancelled, and TCT No. T-40257 and TCT No. T-39792 were issued therefor, respectively, both in Cerilla's name.⁷

Thereafter, Cerilla executed another Deed of Absolute Sale selling the subject properties back to Adolfo.⁸ This subsequent Deed of Absolute Sale was not notarized.⁹ Consequently, Adolfo made an Adverse Claim on TCT Nos. T-39792 and T-40257 on the basis of the said Deed of Absolute Sale.¹⁰ Adolfo and Cerilla came to an agreement, through a Memorandum of Agreement (MOA), that the subject properties would be sold to Cerilla for the amount of PHP 15 million, on the condition that Adolfo will bear the costs for the sale, including the ejectment of the illegal settlers residing thereon.¹¹

As partial payment for the sale of the subject properties, Adolfo acknowledged the receipt of PHP 1,675,660.07 from Cerilla.¹² It was agreed that Cerilla will pay the remaining balance of PHP 13,324,340.00 in two years beginning after the ejectment of the illegal settlers on the subject properties.¹³ In the MOA, Adolfo and Cerilla also agreed that, in case the subject properties are sold to other buyers, Cerilla will first inform Adolfo regarding the settlement of such sale.¹⁴

⁴ *Id.* at 72.

⁵ *Id.*

⁶ *Id.*

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.* at 72-73.

¹³ *Id.* at 73.

¹⁴ *Id.*



Adolfo failed to eject the illegal settlers on the properties, as originally agreed upon.¹⁵ Thus, Cerilla brought it upon himself to cause the ejectment of the illegal settlers.¹⁶ However, Cerilla did not succeed in ejecting the illegal settlers. As a result, Cerilla incurred significant costs for the supposed ejectment and this caused him to obtain a PHP 700,000.00 loan from Far East Bank and Trust Company (**FEBTC**). The property covered by TCT No. T-39792 was used to secure the loan with FEBTC.¹⁷

Cerilla also sought financial assistance from Ciacho. Thus, Ciacho agreed to extend a loan to Cerilla, which was secured by the two subject properties. Hence, a Deed of Real Estate Mortgage was issued in favor of Ciacho.¹⁸ Considering that the property covered by TCT No. T-39792 was encumbered with FEBTC, and there were Adverse Claims on both titles by Adolfo, Ciacho conditioned the grant of the loan to Cerilla on the removal of the encumbrances on the properties covered by TCT Nos. T-39792 and T-40257.¹⁹

Ciacho sought the assurance of Adolfo that the two titles were clean. Thus, Adolfo appeared before Ciacho to assure him that the adverse claims on the titles have been settled through an Affidavit, dated December 4, 1995.²⁰ Cerilla's loan with FEBTC was also settled and the encumbrance on TCT No. T-39792 was cancelled.²¹ Thus, Ciacho extended a loan in the amount of PHP 500,000.00 in favor of Cerilla, which was secured by TCT No. T-40257, and the amount of PHP 800,000.00, which was secured by TCT No. T-39792.²² The Deed of Real Estate Mortgage, which was signed by Adolfo, stated that the loan was subject to 6% interest per month.²³

Despite repeated demands, Cerilla failed to pay Ciacho the loaned amount. Thus, Ciacho prepared a Deed of Absolute Sale in his favor for the two mortgaged properties.²⁴ To placate Ciacho, Cerilla signed the Deed of Absolute Sale in favor of Ciacho but requested that the same be not registered.²⁵ Adolfo learned that the subject properties were already registered in the name of Ciacho.²⁶

Thus, Adolfo instituted the case entitled *Spouses Adolfo T. De Guia and Fe Alma V. De Guia v. Bayani S. Cerilla and Edward Ciacho*, for Annulment

¹⁵ *Id.* at 35.

¹⁶ *Id.*

¹⁷ *Id.* at 37.

¹⁸ *Id.*

¹⁹ *Id.* at 38.

²⁰ *Id.*

²¹ *Id.*

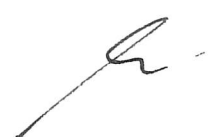
²² *Id.*

²³ *Id.*

²⁴ *Id.* at 39.

²⁵ *Id.*

²⁶ *Id.* at 74.



of Deed of Sale of Real Property with Damages, docketed as Civil Case No. 99-07-105 with the RTC.

In his Complaint, Adolfo claimed that, after a series of transactions, the subject properties were owned by Cerilla but was later sold back to him. Allegedly, Cerilla tricked him into entering into the aforementioned transactions and, ultimately, sold the two subject properties without Adolfo's knowledge and consent, leading to the transfer of the properties to Ciacho.²⁷

In his defense, Ciacho argued that he was given repeated assurances by Adolfo that his adverse claim was already cancelled and that the TCTs of the subject properties were clean and free from encumbrances.²⁸ Ciacho also argued that, contrary to Adolfo's claims, it was Adolfo who transacted with them in bad faith.²⁹

On the other hand, in his Answer, Cerilla averred that there was no actual transfer of ownership over the subject properties in his favor as he was merely an accommodation party who willingly helped Adolfo to avoid the foreclosure of the two subject properties. Cerilla maintained that there was supposedly a document for a conditional sale prepared by Adolfo which was intended to assure Adolfo that he had real ownership over the properties.³⁰ Cerilla also averred that Adolfo had full knowledge of the sale to Ciacho to cover the unpaid accumulated debt and interest.³¹

The Ruling of the RTC

In its Decision, dated November 27, 2014, the RTC ruled in favor of Spouses De Guia, as follows:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

1. Declaring invalid and annulling the assailed Deed of Absolute Sale entered into by defendants, Bayani S. Cerilla and Edward C. Ciacho over the subject parcels of land;
2. Ordering the Registry of Deeds for the City of Tacloban to cancel Transfer Certificates of Title No. T-52312 and No. T-52311 in the name of Edward C. Ciacho; and
3. Ordering the Registry of Deeds for the City of Tacloban to revive and to re-issue Transfer Certificates of Title No. T-39792 and No. T-40257 in the name of defendant Bayani S. Cerilla, but carrying thereon

²⁷ *Id.*

²⁸ *Id.* at 74–75.

²⁹ *Id.* at 75.

³⁰ *Id.*

³¹ *Id.*



the encumbrances relative to the encumbrance of mortgage in favor of Edward C. Ciacho.

No claim for damages and for attorney's fees is awarded because there is no basis or factual evidence to sustain the award.

No pronouncement as to COSTS.

SO ORDERED.³² (Emphasis in the original)

The RTC held that Cerilla was a mere accommodation party as there was no real agreement for the sale of the subject properties in favor of Cerilla;³³ that Cerilla had no authority to sell the subject properties;³⁴ and that the totality of the evidence shows that Ciacho was not a buyer in good faith as he knew of the existing claims of Adolfo over the subject properties.³⁵

The RTC did not award damages and attorney's fees as prayed for by Adolfo, interposed as counterclaim by Ciacho, as there was no evidence and legal basis therefor.³⁶

The Ruling of the CA

In the assailed Decision, the CA denied the appeal of Ciacho and affirmed the RTC ruling:

WHEREFORE, the appeal is **DENIED**. The Decision dated November 27, 2014, of the Regional Trial Court, Eighth Judicial Region, Branch 34, Tacloban City, in Civil Case No. 99-07-105, is **AFFIRMED**.³⁷ (Emphasis in the original)

The CA gave probative weight to Cerilla's testimony during trial and affirmed that Cerilla was a mere accommodation party when Adolfo asked the former to redeem the subject properties to avoid its foreclosure.³⁸ That being the case, the CA ruled that the subsequent sale of Cerilla to Ciacho was not valid considering that Cerilla was not the lawful owner of the subject properties.³⁹ Further, as to the title issued in favor of Ciacho, the CA held that the issuance thereof does not cure Cerilla's lack of title or authority to transfer the ownership of the subject properties as the title is merely an evidence of ownership.⁴⁰ As to Ciacho's claims that he was a buyer in good faith, the CA held that he cannot be considered a buyer in good faith since Ciacho was well

³² *Id.* at 51.

³³ *Id.* at 43.

³⁴ *Id.* at 44.

³⁵ *Id.* at 47.

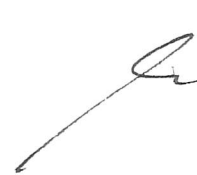
³⁶ *Id.* at 51.

³⁷ *Id.* at 84.

³⁸ *Id.* at 78.

³⁹ *Id.* at 79.

⁴⁰ *Id.* at 80.



aware that there existed two inscriptions of adverse claim by Adolfo on the TCTs of the subject properties.⁴¹

In the Resolution,⁴² dated May 27, 2021, the CA denied the Motion for Reconsideration,⁴³ dated February 7, 2020, filed by Ciacho. Hence, the present Petition.

In his Petition, Ciacho raises the sole issue of whether the CA erred in ruling that there was no valid contract between him and Cerilla.⁴⁴ Ciacho maintains that Cerilla is the owner of the subject properties covered by TCT Nos. T-40257 and T-39792.⁴⁵ As such, Ciacho insists that there was a valid sale of the subject properties between him and Cerilla.⁴⁶

In his Comment,⁴⁷ dated December 27, 2022, Cerilla agreed with the findings of the RTC and CA, maintaining that he was only an accommodation party when the subject properties were supposedly sold to him by Adolfo, in order to save the subject properties from foreclosure.⁴⁸ Further, Cerilla prays that moral and exemplary damages be awarded in his favor.⁴⁹

In a Manifestation with Motion for Substitution, dated August 5, 2023, the counsel of Cerilla informed the Court of Cerilla's demise and prayed that Cerilla be substituted by his heirs: his wife Mary Bernadette G. Cerilla and their daughter Byatres Mari Cerilla-Bohol.

The Issue

Did the CA err in ruling that there was no valid contract of sale between Ciacho and Cerilla?

The Ruling of the Court

The core issue in this case is anchored on the validity of the sale between Ciacho and Cerilla, which are mainly questions of fact as it will entail an examination of the evidence, as well as a determination of the history of the ownership of the subject properties.⁵⁰ Elementary is the rule that questions of fact are not reviewable in petitions for review on *certiorari* under Rule 45

⁴¹ *Id.* at 81–83.

⁴² *Id.* at 96–97.

⁴³ *Id.* at 86–95.

⁴⁴ *Id.* at 20.

⁴⁵ *Id.* at 21.

⁴⁶ *Id.* at 21–22.

⁴⁷ *Id.* at 138–163.

⁴⁸ *Id.* at 154–155.

⁴⁹ *Id.* at 161.

⁵⁰ *Cabilao v. Tampan*, 921 Phil. 601, 609 (2022) [Per J. Hernando, Second Division].



of the Rules of Court.⁵¹ Thus, generally, the Court is not bound to weigh the evidence presented before the lower courts and the factual findings of such lower courts, if supported by substantial evidence, are given great respect and finality by the Court, absent any of the exceptions where the Court may entertain questions of fact.⁵²

More so, given the congruent Decisions of the RTC and CA in this case, the Court accords great weight to the lower courts' factual findings. Ciacho also failed to show how this case falls under any of the exceptions allowing the review of questions of fact in a Rule 45 Petition. On this score alone, the present Petition should be denied outright.

In any case, even ruling on the merits, the Court finds that the CA did not err in affirming the RTC Decision.

To be a valid contract, three essential elements must be present: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; and (3) cause of the obligation which is established.⁵³ The absence of any of the foregoing elements renders the contract void.⁵⁴

Article 1345 of the Civil Code provides that a “[s]imulation of a contract may be absolute or relative. The former takes place when the parties do not intend to be bound at all; the latter when the parties conceal their true agreement.” Thus, in an absolute simulation, the contract is void and the parties may recover from each other what they may have given under the contract.⁵⁵

In this case, the core issue is rooted in the validity of Cerilla's sale to Ciacho of the two subject properties covered by TCT Nos. T-40257 and T-39792.

The Court gives credence to the RTC and CA rulings finding that Cerilla was an “accommodation party” for Adolfo in order to avoid the foreclosure of the subject properties, as supported by Cerilla's own testimony:

[Cerilla on Cross-Examination by Atty. Abarquez]

Q: On question No. 15 of your Judicial Affidavit, can you recall if this question was asked of you, and I read:

“Q. *What if any were your dealings with Mr. Pido?*”

⁵¹ *Id.* at 609.

⁵² *Id.*

⁵³ *De Joya v. Madlangbayan*, 901 Phil. 153, 167 (2021) [Per J. Gaerlan, First Division].

⁵⁴ *Id.*

⁵⁵ *Pasco v. Cuenca*, 889 Phil. 68, 78 (2020) [Per J. Inting, Third Division].

And your answer was:

“A: Before the execution of the second Memorandum of Agreement, Mr. Pido helped Mr. De Guia [Adolfo] in facilitating and causing the transfer of ownership of the parcels of land to me on paper.”

Q: That is your answer. What do you mean when you say “on paper”? Tell the Court.

A: These two parcels of land has (*sic*) been mortgaged to somebody, and then I have to pay the redemption of these properties, so that we can make a possible sale. Otherwise, how can we sell the property that we do not own.

....

Q: The ownership of the property will be transferred to you on paper. What does it mean?

A: Yes sir. Because we have a [Memorandum] of Agreement which I am going to show, this is the original copy marked as Exhibit “8”. But I do not really own the property.

Q: In other words, Mr. Witness, there is no actual transfer of ownership of the land to you, but only on paper. Meaning, there was an agreement that it will not actually be in your name?

A: Well, it seems to be the case. Because when [he] run out of money, De Guia [Adolfo] came to me again and requested if they can get some more. In fact, I have already released one million six hundred something. And so that, I have to find some ways to give more money to them.

Q: Yes, but there is a simple transaction that it must (not) be transferred to your name absolutely, but it is only “on paper”. What do you mean by that?

A: By that time, I considered myself as some sort of a tool they can use. In other words, an accommodation party.⁵⁶

Thus, as correctly found by the RTC and CA, there was no intention between Cerilla and Adolfo to enter into a contract of sale and transfer the ownership of the subject properties to Cerilla.⁵⁷ Most telling is the fact that Cerilla re-sold to Adolfo the subject properties only seven months after TCT Nos. T-39792 and T-40257 were issued on July 24, 1994 and August 26, 1994, respectively. As aptly found by the RTC, this re-sale by Cerilla to Adolfo within a short period of time, coupled with the fact that Cerilla asked Ciacho to not register their sale of the subject properties, indicate that there was indeed no intention on the part of Adolfo to transfer the ownership of the subject properties to Cerilla.⁵⁸

⁵⁶ *Id.* at 42–43, citing TSN, Bayani S. Cerilla, May 21, 2014, pp. 8–10.

⁵⁷ *Id.* at 42.

⁵⁸ *Id.* at 43.

The Court finds no reversible error in the finding of the CA ruling that Cerilla was an accommodation party for the redemption of the subject properties to avoid its foreclosure:

To determine the parties' real intention, the contemporaneous and subsequent acts of the parties should be considered. The records reveal that right from the start of their dealings with each other, there was no agreement between de Guia [Adolfo] and Cerilla to transfer ownership over the subject properties to the latter. Tellingly, Cerilla did not consider himself at any time owner of the subject properties despite the fact that the titles were transferred in his name. It appears that de Guia [Adolfo] intended the easy facilitation of the sale of the lots to prospective buyers by cancelling his title and issuing new ones in favor of the accommodation party. In this way, Cerilla could easily mortgage the subject properties and obtain money from the prospective buyers. In fact, Cerilla was unaware that de Guia [Adolfo] had executed the Deeds of Sale in his favor which resulted to the issuance of new titles in the former's name. The titles were issued on July 24, 1994 (for TCT [N]o. T-39792) and August 26, 1994 (for TCT No. T-40257). In fact, in the Memorandum of Agreement which they executed, it was stated therein that there will be no real transfer of ownership of the subject properties in Cerilla's favor. And, it would be contrary to ordinary human behavior that the new owner would immediately resell to the previous owner the subject lots. In a Deed of Absolute Sale dated February 3, 1995, the subject properties were sold back to de Guia [Adolfo]. This re-sale just shows the real intention of the parties for de Guia [Adolfo] to retain lawful ownership over the subject properties. Even at the time of the supposed sale of these subject lots to Ciacho, Cerilla was mindful that he was not the real owner thereof. Cerilla asked Ciacho not to register the subject properties in his name. Notably, we take into consideration the fact that de Guia [Adolfo] gave his conformity to the Real Estate Mortgage executed between Cerilla as mortgagor and Ciacho as mortgagee. Although he did not signify in what capacity he participated in the said contract was, it shows that Ciacho, himself, believed that de Guia [Adolfo] was still the lawful owner of the subject properties.⁵⁹ (Citation omitted)

Thus, there was no valid sale between Cerilla and Adolfo. Therefore, the ownership over the subject properties remained with Adolfo. Consequently, there was no valid transfer of ownership by Cerilla in favor of Ciacho. Article 1458 of the Civil Code provides that "[b]y the contract of sale, one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other party to pay therefor a price certain in money or its equivalent." Corollarily, Article 1459 provides that "[t]he thing must be licit and the vendor must have a right to transfer the ownership thereof at the time it is delivered." Thus, a contract for the sale of property by a person who was not the owner thereof, or by an unauthorized person, is void.⁶⁰

In this case, as discussed, Cerilla had no authority to sell the subject

⁵⁹ *Id.* at 78–79.

⁶⁰ *Heirs of Gregorio Lopez v. Development Bank of the Philippines*, 747 Phil. 427, 444 (2014) [Per J. Leonen, Second Division].



properties precisely because Adolfo remained the owner thereof. It is also undeniable that Adolfo cannot be deemed to have ratified the sale by Cerilla to Ciacho as Adolfo instituted a case for the Annulment of the Deed of Absolute Sale between Cerilla and Ciacho, docketed as Civil Case No. 99-07-105. Hence, as correctly ruled by the RTC and the CA, there was no valid transfer of ownership of the subject properties to Ciacho.⁶¹

Neither did the issuance of titles for the subject properties registered under the name of Ciacho cure the lack of title or authority of Cerilla to transfer the ownership of the subject properties. As correctly found by the CA, settled is the rule that the issuance of a certificate of title is not a grant of ownership over the property, but merely an evidence of such ownership or right thereon.⁶²

Further, Ciacho cannot be considered as an innocent purchaser for value. Generally, to be considered an innocent purchaser for value, the buyer does not have any notice of defect or irregularity as to the right or interest of the seller, and the buyer is without notice that a third party has a claim to the subject property.⁶³ Thus, if there is anything on the certificate of title that leads to suspicion or raises any cloud on the title, right or ownership of the subject property, the buyer cannot be deemed as an innocent purchaser for value.⁶⁴

Here, the Court gives credence to the factual findings of the RTC and CA:

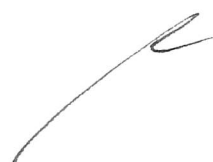
True, de Guia [Adolfo] was called to shed light on the existence of his Adverse Claim. De Guia [Adolfo] and Cerilla assured Ciacho that their problem was already settled. In fact, the adverse claim was cancelled and de Guia [Adolfo] was made to sign the Deed of Mortgage to show his conformity thereto. While it may be correct to say, that with the cancellation of the Adverse Claim and the conformity of Adolfo T. De Guia to the Deed of Real Estate Mortgage might have assured Ciacho to proceed with the grant of the loan without any further fear of impediment of title, yet the fact remains that Ciacho cannot feign ignorance of the nature of the adverse claim which is indeed anchored on a Deed of Absolute Sale expected by Cerilla in favor of De Guia [Adolfo]. Equally, Ciacho must have known that Cerilla's title came from the De Guias and should have been extra-inquisitive why the re-sale. If these were not known to Ciacho, or that he failed to know or did not bother to know these glaring facts despite the appearance of De Guia [Adolfo] before him, this Court believes that Ciacho had not exercised the due diligence required to qualify him as a mortgagee in good faith. Having known the sale and re-sale between De Guia [Adolfo] and Cerilla, Ciacho should have exercised extra prudence in extending the

⁶¹ *Rollo*, p. 80.

⁶² *Heirs of Gregorio Lopez v. Development Bank of the Philippines*, 747 Phil. 427, 439 (2014) [Per J. Leonen, Second Division].

⁶³ *Id.*

⁶⁴ *Id.* at 440.



loan with mortgage. The matter of sale and re-sale is a clear indicator of an apparent flaw of Cerilla's titles which should have buoyed up more of Ciacho's caution in dealing with the said certificates of title. Yet, Ciacho turned his back away from his evident fact of sale and re-sale, and instead proceeded with the loan. In fact, he admitted from his own testimony that his concern was not so much on the mortgaged properties but more with the loan and the agreed interest.⁶⁵

As for the damages prayed for by Cerilla, which the RTC and CA did not award in his favor, the Court can no longer pass upon the same as issues on the amount of damages are factual questions that the Court may not resolve in a Rule 45 Petition. Thus, absent any clear showing that the trial court overlooked the facts and circumstances of this case, the Court will not disturb or overturn its findings.⁶⁶

Considering the foregoing, the Court finds no reason to disturb the factual findings and rulings of the RTC and the CA. Undoubtedly, the sale of the subject properties to Ciacho is void as Adolfo remained the true owner thereof.

FOR THESE REASONS, the Petition for Review on *Certiorari* filed by Edward C. Ciacho is **DENIED** for lack of merit. The Court of Appeals Decision, dated December 19, 2019, and the Resolution, dated May 27, 2021, in CA-G.R. CEB CV. No. 05536, are **AFFIRMED**.

SO ORDERED.


MARIA FILOMENA D. SINGH
Associate Justice

WE CONCUR:






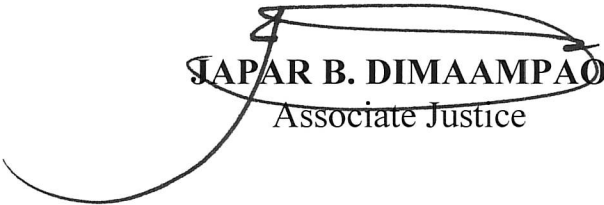

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

⁶⁵ *Id.* at 81–82.

⁶⁶ *Guy v. Tulfo*, 851 Phil. 748, 762 (2019) [Per J. Leonen, Third Division].

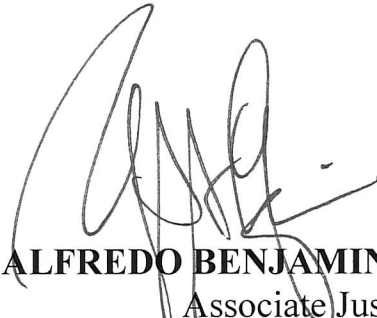

HENRI JEAN PAUL B. INTING
Associate Justice


SAMUEL H. GAERLAN
Associate Justice


JAPAR B. DIMAAMPAO
Associate Justice

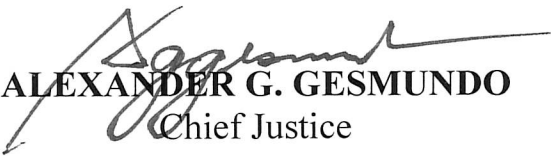
ATTESTATION

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.


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

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

