Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

MAGDIWANG REALTY CORPORATION, RENATO P. DRAGON and ESPERANZA TOLENTINO,	**G.R. No. 195592**
Petitioners,	Present:
	SERENO, *C.J.*, *Chairperson,*
- versus -	LEONARDO-DE CASTRO, BERSAMIN, VILLARAMA, JR., and REYES, *JJ.*
THE MANILA BANKING CORPORATION, substituted by FIRST SOVEREIGN ASSET MANAGEMENT (SPV-AMC), INC.,	
Respondent.	Promulgated:
	05 SEP 2012

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DECISION

REYES, *J.*:

This resolves the petition for review on *certiorari* filed under Rule 45 of the Rules of Court which questions the Decision[1] dated October 11, 2010 and Resolution[2] dated January 31, 2011 of the Court of Appeals (CA) in CA-G.R. CV No. 90098 entitled *The Manila Banking Corporation, substituted by First Sovereign Asset Management, Inc., Plaintiff-Appellee, v. Magdiwang Realty Corporation, Renato P. Dragon and Esperanza Tolentino, Defendants-Appellants.*

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[1] Penned by Associate Justice Isaias Dicdican, with Associate Justice Stephen C. Cruz and Manuel M. Barrios, concurring; *rollo*, pp. 43-56.

[2] Id. at 58-59.

The Factual Antecedents

The case stems from a complaint[3] for sum of money filed on April 18, 2000 before the Regional Trial Court (RTC), Makati City by herein respondent, The Manila Banking Corporation (TMBC), against herein petitioners, Magdiwang Realty Corporation (Magdiwang), Renato P. Dragon (Dragon) and Esperanza Tolentino (Tolentino), after said petitioners allegedly defaulted in the payment of their debts under the five promissory notes[4] they executed in favor of TMBC, which contained the following terms:

	Maturity Date	Amount
Promissory Note No. 4953	December 27, 1976	Php500,000.00
Promissory Note No. 10045	March 27, 1982	Php500,000.00
Promissory Note No. 10046	March 27, 1982	Php500,000.00
Promissory Note No. 10047	March 27, 1982	Php500,000.00
Promissory Note No. 10048	March 27, 1982	Php500,000.00

All promissory notes included stipulations on the payment of interest and additional charges in case of default by the debtors. Despite several demands for payment made by TMBC, the petitioners allegedly failed to heed to the bank's demands, prompting the filing of the complaint for sum of money. The case was docketed as Civil Case No. 00-511 and raffled to Branch 148 of the RTC of Makati City.

Instead of filing a responsive pleading with the trial court, the petitioners filed on October 12, 2000, which was notably beyond the fifteen (15)-day period allowed for the filing of a responsive pleading, a Motion for Leave to Admit Attached Motion to Dismiss[5] and a Motion to Dismiss,[6] raising therein the issues of novation, lack of cause of action against

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3 Id. at 169-181.
4 Id. at 182-186.
5 Id. at 69-71.
6 Id. at 72-80.

individuals Dragon and Tolentino, and the impossibility of the novated contract due to a subsequent act of the Congress. The motions were opposed by the respondent TMBC, *via* its Opposition[7] which likewise asked that the petitioners be declared in default for their failure to file their responsive pleading within the period allowed under the law.

Acting on these incidents, the RTC issued an Order[8] on July 5, 2001 declaring the petitioners in default given the following findings:

> The record shows that as per Officer's Return dated 19 September 2000, summons were served on even date by way of substituted service. Summons were received by a certain LINDA G. MANLIMOS, a person of sufficient age and discretion then working/residing at the address indicated in the Complaint at No. 15 Tamarind St., Forbes Park, Makati City.
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> Consequently, in accordance with the Rules, defendants should have filed an Answer or Motion to Dismiss or any responsive pleading for that matter within the reglementary period, which is [fifteen] (15) days from receipt of Summons and a copy of the complaint with attached annexes. Accordingly, defendants should have filed their responsive pleading on October 2, 2000 but no pleading was filed on the aforesaid date, not even a Motion for Extension of Time. Instead, defendant's Motion to Dismiss [found its] way into the court only on the 13th day of October, clearly beyond the period contemplated by the Rules. A perusal of the Motion for Leave to Admit the Motion to Dismiss filed by defendants reveals that the case, as claimed by the counsel for defendants, was just referred to the counsel only on October 10, and further insinuated that the Motion to Dismiss was only filed on the said date in view of the complicated factual and legal issues involved. While this Court appreciates the efforts and tenacity shown by defendants' counsel for having prepared a [lengthy] pleading for his clients in so short a time, the Court will have to rule that the Motion to Dismiss was nonetheless filed out of time, hence, there is sufficient basis to declare defendant[s] in default. x x x.[9]

The decretal portion of the Order then reads:

> **WHEREFORE,** premises considered, defendants['] Motio[n] to Dismiss is hereby treated as a pleading which has not been filed at all and cannot be ruled upon by the Court anymore for the same has been filed out of time. Plaintiff's prayer to declare defendants in default is hereby **GRANTED**, and as a consequence, defendants are hereby declared in **DEFAULT**.

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7 Id. at 81-97.

8 Under the sala of Judge Oscar B. Pimentel; id. at 124-126.

9 Id. at 125-126.

SO ORDERED.[10]

The petitioners' motion for reconsideration was denied by the trial court in its Order[11] dated August 2, 2005. The *ex parte* presentation of evidence by the bank before the trial court's Presiding Judge was scheduled in the same Order.

Unsatisfied with the RTC orders, the petitioners filed with the CA a petition for *certiorari*, which was docketed as CA-G.R. SP No. 91820. In a Decision[12] dated December 2, 2006, the CA affirmed the RTC orders after ruling that the trial court did not commit grave abuse of discretion when it declared herein petitioners in default. The denial of petitioners' motion for reconsideration prompted the filing of a petition for review on *certiorari* before this Court, which, through its Resolutions dated March 5, 2008[13] and June 25, 2008,[14] denied the petition for lack of merit.

In the meantime, TMBC's presentation of evidence *ex parte* proceeded before Presiding Judge Oscar B. Pimentel of the RTC of Makati City.

The Ruling of the RTC

On May 20, 2007, the RTC rendered its Decision[15] in favor of TMBC and against herein petitioners. The decision's dispositive portion reads:

> **WHEREFORE**, premises considered, judgment is hereby rendered in favor of the plaintiff as against:

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10 Id. at 126.
11 Id. at 150-151.
12 Penned by Associate Justice Monina Arevalo-Zenarosa, with Associate Justices Martin S. Villarama, Jr. (now a member of this Court) and Regalado E. Maambong, concurring; id. at 605-617.
13 Id. at 658-659.
14 Id. at 660.
15 Id. at 210-218.

1. Defendant Magdiwang Realty Corporation, requiring said defendant to pay plaintiff the sum of [₱]500,000.00 as indicated in Promissory Note No. 4953;

2. Requiring defendant Magdiwang Realty Corporation to pay the plaintiff interest to the principal loan at the rate of 14% per annum from 27 December 1976 until the amount is paid;

3. Requiring the defendant Magdiwang Realty Corporation to pay plaintiff penalty charges of 4% per annum from December 27, 1976 until the whole amount is paid; [and]

4. Requiring defendant Magdiwang Realty Corporation to pay plaintiff attorney's fees equivalent to 10% of the total outstanding obligation.

Further, judgment is rendered in favor of plaintiff and against defendants Magdiwang Realty Corporation, Renato Dragon and Esperanza Tolentino ordering said defendants to jointly and severally pay the plaintiff the following:

1. The principal amount of [₱]500,000.00 as indicated in Promissory Note No. 10045;

2. To pay the principal amount of [₱]500,000.00 as indicated in Promissory Note No. 10046;

3. To pay the principal amount of [₱]500,000.00 as indicated in Promissory Note No. 10047;

4. To pay the principal amount of [₱]500,000.00 as indicated in Promissory Note No. 10048;

5. To pay interest in the principal loan at the rate of sixteen (16%) percent per annum as stipulated in PN Nos. 10045, 10046, 10047 and 10048 from March 27, 1981 until the whole amount is paid;

6. To pay penalty at the rate of one percent a month (1%) on the principal amount [of] loan plus unpaid interest at the rate of 16% per annum in PN Nos. 10045, 10046, 10047 and 10048 starting from March 27, 1981 until the whole amount is paid; [and]

7. To pay 10% of the total amount due and outstanding under PN Nos. 10045, 10046, 10047 and 10048 as attorney's fees.

Costs against the defendants.

SO ORDERED.[16]

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16 Id. at 217-218.

The petitioners' motion for reconsideration was denied by the trial court *via* its Order[17] dated November 5, 2007. Feeling aggrieved, the petitioners appealed to the CA, imputing error on the part of the trial court in: (1) not declaring that TMBC's cause of action was already barred by the statute of limitations; (2) declaring herein petitioners liable to pay TMBC despite the alleged novation of the subject obligations; (3) declaring TMBC entitled to its claims despite the alleged failure of the bank to substantiate its claims; (4) declaring TMBC entitled to attorney's fees and litigation expenses; and (5) declaring herein petitioners in default.

While appeal was pending before the appellate court, TMBC and First Sovereign Asset Management (SPV-AMC), Inc. (FSAMI) filed a Joint Motion for Substitution, asking that TMBC be substituted by FSAMI after the former executed in favor of the latter a Deed of Assignment covering all of its rights, title and interest over the loans subject of the case.

The Ruling of the CA

On October 11, 2010, the CA rendered its Decision[18] dismissing the petitioners' appeal. The decision's dispositive portion reads:

> **WHEREFORE**, in view of the foregoing premises, the appeal filed in this case is hereby **DENIED** and, consequently, **DISMISSED**. The assailed Decision dated May 20, 2007 and Order dated November 5, 2007 of the Regional Trial Court, Branch 148, in Makati City in Civil Case No. 00-51[1] are hereby **AFFIRMED**.
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> **SO ORDERED.**[19]

On the issue of prescription, the CA cited the rule that the prescriptive period is interrupted in any of the following instances: (1) when an action is filed before the court; (2) when there is a written extrajudicial demand by the

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17 Id. at 251-252.
18 Id. at 43-56.
19 Id. at 55.

creditors; and (3) when there is any written acknowledgment of the debt by the debtor. The appellate court held:

> As shown by the evidence, we arrived at the conclusion that the prescriptive period was legally interrupted on September 19, 1984 when the defendants-appellants, through several letters, proposed for the restructuring of their loans until the plaintiff-appellee sent its final demand letter on September 10, 1999. Indeed, the period during which the defendants-appellants were seeking reconsideration for the non-settlement of their loans and proposing payment schemes of the same should not be reckoned against it. When prescription is interrupted, all the benefits acquired so far from the lapse of time cease and, when prescription starts anew, it will be entirely a new one. This concept should not be equated with suspension where the past period is included in the computation being added to the period after prescription is resumed. Consequently, when the plaintiff-appellee sent its final demand letter to the defendants-appellants, thus, foreclosing all possibilities of reaching a settlement of the loans which could be favorable to both parties, the period of ten years within which to enforce the five promissory notes under Article 1142 of the New Civil Code began to run again and, therefore, the action filed on April 18, 2000 to compel the defendants-appellants to pay their obligations under the promissory notes had not prescribed. The written communications of the defendants-appellants proposing for the restructuring of their loans and the repayment scheme are, in our view, synonymous to an express acknowledgment of the obligation and had the effect of interrupting the prescription. x x x.[20] (Citation omitted)

The defense of novation was also rejected by the CA, citing the absence of two requirements for a valid novation, namely: (1) the clear and express release of the original debtor from the obligation upon the assumption by the new debtor of the obligation; and (2) the consent of the creditor thereto.

A motion for reconsideration filed by the petitioners was denied by the CA in its Resolution[21] dated January 31, 2011. Hence, the present petition for review on *certiorari*.

The Present Petition

The petitioners present the following grounds to support their petition:

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[20] Id. at 51.

[21] Id. at 58-59.

1. THE COURT OF APPEALS ERRED WHEN IT HELD THAT THE PRESCRIPTIVE PERIOD WAS LEGALLY INTERRUPTED ON 19 SEPTEMBER 1984 WHEN PETITIONERS, THROUGH SEVERAL LETTERS, PROPOSED FOR THE RESTRUCTURING OF THEIR LOANS UNTIL THE RESPONDENT SENT ITS FINAL DEMAND LETTER ON 10 SEPTEMBER 1999.

2. THE COURT OF APPEALS ERRED WHEN IT HELD THAT THE PRINCIPLE OF NOVATION BY THE SUBSTITUTION OF DEBTORS WAS ERRONEOUSLY EMPLOYED BY THE PETITIONERS TO EXTRICATE THEMSELVES FROM THEIR OBLIGATION TO RESPONDENT.

3. THE COURT OF APPEALS ERRED WHEN IT AFFIRMED THE TRIAL COURT'S RULING HOLDING THAT PETITIONERS ARE LIABLE FOR ATTORNEY'S FEES.[22]

This Court's Ruling

The petition is dismissible.

At the outset, we explain that based on the issues being raised by the petitioners, together with the arguments and the evidence being invoked in support thereof, we hold that the petition involves questions of fact that are beyond the ambit of a petition for review on *certiorari.* Section 1, Rule 45 of the Rules of Court, as amended, reads:

> **Sec. 1.** ***Filing of petition with Supreme Court***. – A party desiring to appeal by *certiorari* from a judgment, final order or resolution of the Court of Appeals, the Sandiganbayan, the Court of Tax Appeals, the Regional Trial Court or other courts, whenever authorized by law, may file with the Supreme Court a verified petition for review on *certiorari*. **The petition** may include an application for a writ of preliminary injunction or other provisional remedies and **shall raise only questions of law, which must be distinctly set forth.** The petitioner may seek the same provisional remedies by verified motion filed in the same action or proceeding at any time during its pendency. (Emphasis ours)

[22] Id. at 22-23.

Section 1, Rule 45 then categorically states that a petition for review on *certiorari* shall raise only questions of law, which must be distinctly set forth. A question of law arises when there is doubt as to what the law is on a certain state of facts, while there is a question of fact when the doubt arises as to the truth or falsity of the alleged facts. For a question to be one of law, the same must not involve an examination of the probative value of the evidence presented by the litigants or any of them. The resolution of the issue must rest solely on what the law provides on the given set of circumstances. Once it is clear that the issue invites a review of the evidence presented, the question posed is one of fact.[23]

On the first issue of prescription, the petitioners argue that there was no written extrajudicial demand by the creditor TMBC that could have validly interrupted the ten (10)-year prescriptive period.[24] They claim, among other things, that the bank failed to prove that it sent the demand letter dated September 10, 1999 to the petitioners, and that it was actually received by said petitioners. The petitioners also question the several other letters supposedly exchanged between the parties. These contentions are now being raised even after the trial court that admitted the evidence of the respondent has categorically declared in its Decision dated May 20, 2007 the fact of the respondent's service, and the petitioners' receipt, of the demands.[25] In its Order dated November 5, 2007, the trial court had also cited the several other correspondences exchanged between the parties, including the letters of November 14, 1984, March 24, 1987, February 14, 1990 and September 10, 1999 that negated the defenses of prescription and novation.[26]

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23 *Lorzano v. Tabayag, Jr.*, G.R. No. 189647, February 6, 2012.
24 *Rollo*, p. 24.
25 Id. at 217.
26 Id. at 252.

On appeal, these factual findings were even affirmed by the CA, which again cited the several letters exchanged between the parties in relation to the subject debts, and which correspondences were declared to have effectively interrupted the running of the prescriptive period to initiate the action for sum of money against the petitioners.

Applying the guidelines laid down by jurisprudence on the criteria for distinguishing a question of law from a question of fact, it is clear that the petitioners are now asking this Court to determine a question of fact, as their arguments delve on the truth or falsity of the trial and appellate courts' factual findings, the existence and authenticity of the respondent's documentary evidence, as well as the truth or falsity of the TMBC's narration of facts in their complaint and the testimonial evidence presented before the Presiding Judge in support of said allegations.

Similarly, the issue of the alleged novation involves a question of fact, as it necessarily requires a factual determination on the existence of the following requisites of novation: (1) there must be a previous valid obligation; (2) the parties concerned must agree to a new contract; (3) the old contract must be extinguished; and (4) there must be a valid new contract.[27] Needless to say, the respondent's entitlement to attorney's fees also depends upon the questioned factual findings.

The settled rule is that conclusions and findings of fact of the trial court are entitled to great weight on appeal and should not be disturbed unless for strong and cogent reasons because the trial court is in a better position to examine real evidence, as well as observe the demeanor of the witnesses while testifying in the case. The fact that the CA adopted the findings of fact of the trial court makes the same binding upon this Court.[28] The Supreme Court is not a trier of facts. It is not our function to review,

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[27] *Country Bankers Insurance Corporation v. Lagman*, G.R. No. 165487, July 13, 2011, 653 SCRA 765, 769-770.

[28] *Bernales v. Heirs of Julian Sambaan*, G.R. No. 163271, January 15, 2010, 610 SCRA 90, 105, citing *Instrade, Inc. v. Court of Appeals*, 395 Phil. 791, 801 (2000).

examine and evaluate or weigh the probative value of the evidence presented. A question of fact would arise in such event.[29] Although jurisprudence admits of several exceptions to the foregoing rules, the present case does not fall under any of them.

Even granting that the issues being raised by the petitioners may still be validly entertained by this Court through the instant petition for review on *certiorari,* we hold that their arguments and defenses are bound to fail for lack of merit.

Significantly, the petitioners failed to file their answer to TMBC's complaint within the reglementary period allowed under the Rules of Court. The validity of the trial court's declaration of their default is a settled matter, following the denial of the petitions previously brought by the petitioners before the CA and this Court questioning it. As correctly stated by the CA in the Decision dated October 11, 2010:

> At the outset, it behooves this Court to accentuate that the Order of the trial court declaring the defendants-appellants in default for their failure to file their responsive pleading to the complaint within the period prescribed under Section 3 of Rule 9 of the Revised Rules of Court had been declared final and beyond review already by the Supreme Court through its Resolution dated March 5, 2008 and June 25, 2008. Judicial decisions of the Supreme Court, as the final arbiter of any justiciable controversy, assume the same authority as the law itself. Thus, the issue raised by the defendants-appellants questioning the wisdom of the trial court's decision in declaring them in default is now rendered moot and academic by the aforecited Supreme Court resolutions.[30]

The petitioners' default by their failure to file their answer led to certain consequences. Where defendants before a trial court are declared in default, they thereby lose their right to object to the reception of the plaintiff's evidence establishing his cause of action.[31] This is akin to a failure to, despite due notice, attend in court hearings for the presentation of the complainant's evidence, which absence would amount to the waiver of

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29 *Phil. Lawin Bus, Co. v. Court of Appeals*, 425 Phil. 146, 154 (2002).
30 *Rollo*, p. 49.
31 See *Dionisio v. Puerto*, 158 Phil. 671 (1974).

such defendant's right to object to the evidence presented during such hearing, and to cross-examine the witnesses presented therein.[32]

Taking into consideration the bank's allegations in its complaint and the totality of the evidence presented in support thereof, coupled with the said circumstance that the petitioners, by their own inaction, failed to make their timely objection or opposition to the evidence, both documentary and testimonial, presented by TMBC to support its case, we find no cogent reason to reverse the trial and appellate courts' findings. We stress that in civil cases, the party having the burden of proof must establish his case only by a preponderance of evidence. Preponderance of evidence is the weight, credit, and value of the aggregate evidence on either side and is usually considered to be synonymous with the term "greater weight of evidence" or "greater weight of the credible evidence." Preponderance of evidence is a phrase which, in the last analysis, means probability to truth. It is evidence which is more convincing to the court as worthier of belief than that which is offered in opposition thereto.[33]

We agree with the trial and appellate courts, for as the records bear, that the ten (10)-year prescriptive period to file an action based on the subject promissory notes was interrupted by the several letters exchanged between the parties. This is in conformity with the second and third circumstances under Article 1155 of the New Civil Code (NCC) which provides that the prescription of actions is interrupted when: (1) they are filed before the court; (2) there is a written extrajudicial demand by the creditors; and (3) there is any written acknowledgment of the debt by the debtor. In TMBC's complaint against the petitioners, the bank sufficiently made the allegations on its service and the petitioners' receipt of the subject demand letters, even attaching thereto copies thereof for the trial court's consideration. Thus, the complaint states in part:

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[32] See *Monzon v. Relova*, G.R. No. 171827, September 17, 2008, 565 SCRA 514.

[33] *Chua v. Westmont Bank*, G.R. No. 182650, February 27, 2012.

> 23. However, despite numerous demands by plaintiff for the payment of the loan obligations obtained by defendants and evidenced by the five Promissory Notes, defendants MAGDIWANG, Dragon and Tolentino failed to settle their obligations with plaintiff.
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> Copies of plaintiff's demand letters with respect to the five Promissory Notes (PN Nos. 4953, 10045, 10046, 10047, 10048) duly received by defendants, as well as defendants letters in reply to the demand letters and requesting for restructuring of loan or extension of time to pay the same are herewith attached as Annexes "F" to "O", respectively, and made integral parts of this Complaint.[34]

During the bank's presentation of evidence *ex parte,* the testimony of witness Mr. Megdonio Isanan was also offered to further support the claim on the demand made by the bank upon the petitioners. In the absence of a timely objection from the petitioners on these claims, no error can be imputed on the part of the trial court, and even the appellate court, in taking due consideration thereof.

As against the bare denial belatedly made by the petitioners of their receipt of the written extrajudicial demands made by TMBC, especially of the letter of September 10, 1999 which was the written demand sent closest in time to the institution of the civil case, the appreciation of evidence and pronouncements of the trial court in its Order dated November 5, 2007 shall stand, to wit:

> In the 14 November 1984 Letter of Kalilid Wood Industries, Inc., through Mr. Uriel Balboa, the counter-offer of the plaintiff was acknowledged but Kalilid, while manifesting that the counter offer is acceptable, made some reservations and other conditions which likewise constitute as counter offers. Hence, no meeting of the minds happened regarding the restructuring of the loan. Likewise, based on this letter, the debt was also acknowledged. Another letter dated 24 March 1987 was issued and a repayment plan has been proposed by the Magdiwang Realty Corporation. There was also a correspondence dated February 14, 1990 from defendant Renato P. Dragon's Office regarding the obligation. While a demand letter dated September 1999 was given by the plaintiff to the defendants. Hence, from all indications, the prescription of the obligation does not set in.[35]

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34 *Rollo*, p. 176.

35 Id. at 252.

In addition to these, we take note that letters prior to the letter of September 1999 also form part of the case records, and the existence of said letters were not directly denied by the petitioners. The following letters that form part of the complaint and included in TMBC's formal offer of exhibits were correctly claimed by the respondents in their Comment[36] as also containing the petitioners' acknowledgment of their debts and TMBC's demand to its debtors: (1) Exhibit "M-29", which is a letter dated January 4, 1995 requesting for an updated Statement of Account of the corporations owned by petitioner Dragon, including the account of petitioner Magdiwang; and (2) Exhibit "M-30", which is the letter dated January 12, 1995 from the Office of the Statutory Receiver of TMBC and providing the Statements of Account requested for in the letter of January 4, 1995. Significantly, the petitioners failed to adequately negate the authority of the first letter's signatory to act for and on behalf of the petitioners, the reasonable conclusion being that said signatory and the company it represented were designated by the petitioners, as the debtors in the loans therein indicated, to deal with the TMBC.

On the issue of novation, no evidence was presented to adequately establish that such novation ensued. What the letters being invoked by the petitioners as supposedly establishing novation only indicate that efforts on a repayment scheme were exerted by the parties. However, nowhere in the records is it indicated that such novation ever materialized.

Regarding the award of attorney's fees, the applicable provision is Article 2208(2) of the NCC which allows the grant thereof when the defendants' act or omission compelled the plaintiff to litigate or to incur expenses to protect its interest. Considering the circumstances that led to the filing of the complaint in court, and the clear refusal of the petitioners to satisfy their existing debt to the bank despite the long period of time and the accommodations granted to it by the respondent to enable them to satisfy

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[36] Id. at 427-459.

their obligations, we agree that the respondent was compelled by the petitioners' acts to litigate for the protection of the bank's interests, making the award of attorney's fees proper.

WHEREFORE, premises considered, the instant petition is hereby **DENIED**. The Decision dated October 11, 2010 and Resolution dated January 31, 2011 of the Court of Appeals in CA-G.R. CV No. 90098 are hereby **AFFIRMED**.

SO ORDERED.

BIENVENIDO L. REYES
Associate Justice

WE CONCUR:

MARIA LOURDES P. A. SERENO
Chief Justice
Chairperson

TERESITA J. LEONARDO-DE CASTRO
Associate Justice

LUCAS P. BERSAMIN
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, 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.

MARIA LOURDES P. A. SERENO
Chief Justice