



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

BANCO DE ORO UNIBANK, INC.,
Petitioner,

G.R. No. 190445

Present:

- versus -

SPOUSES ENRIQUE GABRIEL
LOCSIN and MA. GERALDINE R.
LOCSIN,

Respondents.

VELASCO, JR., J., Chairperson,
PERALTA,
VILLARAMA, JR.,*
REYES,** and
LEONEN, JJ.

Promulgated:

July 23, 2014

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DECISION

PERALTA, J.:

Before the Court is a petition for review on *certiorari* assailing the Decision¹ dated June 30, 2009 and the October 28, 2009 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 89622.

The facts of the case, as summarized by the CA, are as follows:

On 29 September 1995, [respondent] spouses Enrique Gabriel and Ma. Geraldine Locsin obtained a loan in the sum of Seven Hundred Thousand (₱700,000.00) Pesos from [petitioner] Banco De Oro Universal Bank (BDO), secured by a real estate mortgage on their property covered by TCT No. N-138739 (*1st Loan*).

* Designated Acting Member, per Special Order No. 1691 dated May 22, 2014, in view of the vacancy in the Third Division.

** Designated Acting Member, in lieu of Associate Justice Jose Catral Mendoza, per Special Order No. 1735 dated July 21, 2014.

¹ Penned by Associate Justice Ricardo R. Rosario, with Associate Justices Jose L. Sabio, Jr. and Vicente S. E. Veloso, concurring; *rollo*, pp. 48-65.

² *Id.* at 67.

The promissory note covering the 1st Loan provides for an ***acceleration clause***, as follows –

“Upon the occurrence as to Maker or any Co-Maker of this Promissory Note of any of the following events of ***default***, the outstanding principal, accrued interest and ***any other sum payable hereunder or under any related agreement shall become immediately due and payable*** without presentment, demand, protest or notice of any kind (other than notice of the event and fact of default) all of which are hereby expressly waived by the Maker and all of the Co-Makers, if any x x x.”

On 6 November 1996, the Locsins obtained a credit line facility of ₱2.5 Million from BDO, secured by a third-party real estate mortgage on the property of their business partners (Juanito and Anita Evidente) covered by TCT Nos. N-166336 and N-166637 (*the Evidente properties*).

BDO's letter of approval of the Locsins' ₱2.5 Million credit line facility contains a ***cross-default provision***, which reads:

“3.6 A default on any availment under this credit line facility shall ***automatically*** mean a default on (the Locsins') existing term loan under Promissory Note No. 29-01-9080-95 (covering the 1st Loan) and vice versa.”

It appears that the Evidente properties used as security for the credit line facility were insufficient to cover the amount thereof; nevertheless, BDO approved the same because of the Locsins' good paying record. Unfortunately, the Locsins' good paying record ended in October 1997, when they defaulted in the payment of the credit line facility.

On 7 January 1998, BDO sent the Locsins a demand letter informing them that their default on the credit line facility automatically resulted in their 1st Loan becoming due and demandable as well, by virtue of the ***cross-default provision*** under the credit line facility and the ***acceleration clause*** under the 1st Loan. The Locsins tried to restructure their loans but, in the end, failed to come up with the amount required by BDO.

On 24 August 1998, the Locsins filed a complaint for *Specific Performance, Tort and Damages* against BDO, docketed as Civil Case No. Q-98-35337 before the Regional Trial Court, Br. 223, Quezon City, seeking to compel the Bank to restructure the loans and to enjoin the foreclosure of the mortgages. However, the trial court in said case did not grant the injunctive reliefs prayed for.

Thus, on 23 September 1998, BDO extrajudicially foreclosed the mortgages on both the Evidente properties and the property securing the 1st Loan. At the auction sale, BDO was declared as the highest bidder with a bid of Three Million Eight Hundred Seventy-Nine Thousand Four Hundred Six Pesos and Eighty Centavos (₱3,879,406.80) for the properties. According to the *Sheriff's Certificate of Sale*, the total outstanding balance on the Locsins' two loans at the time of the

foreclosure was Three Million Four Hundred Sixty Thousand Three Hundred Sixty-Three Pesos and Ninety-Seven Centavos (₱3,460,363.97).

On 5 February 1999, BDO sent a letter to the Locsins demanding the payment of an additional One Million Two Hundred Fifty-Nine Thousand One Hundred Sixty-Six Pesos and Twenty-One Centavos (₱1,259,166.21), representing an alleged deficiency on the foreclosure after deducting from the bid price all expenses for foreclosure and registration of the certificate of sale.

However, according to the *Bid Statement* prepared by BDO's legal counsel, the deficiency was not ₱1,259,166.21 but only One Million One Hundred Forty Four Thousand Eighty-Nine Pesos and Eighty-Four Centavos (₱1,144,089.84), x x x.

x x x x

On 29 November 1999, BDO filed [with the Regional Trial Court (RTC) of Mandaluyong City] the instant action for *Collection of a Sum of Money* against the Locsins, praying that the latter be ordered to pay the deficiency of ₱1,144,089.84.

Instead of filing an answer, the Locsins, on 21 February 2000, filed a *Motion to Dismiss* on the ground that BDO's action for the deficiency should have been raised as a ***compulsory counterclaim*** in Civil Case No. Q-98-35337, the action for *Specific Performance etc.* that the Locsins had previously filed against BDO.

The court *a quo* denied the *Motion to Dismiss* on 18 September 2000, prompting the Locsins to elevate the matter to the Court of Appeals on *certiorari*. In the meantime, the court *a quo* archived the case in view of the pending incident.

The Locsins prevailed in the Court of Appeals, but was reversed by the Supreme Court. Hence, the Supreme Court ordered the ***remand*** of the case to the court *a quo* and the ***continuance*** of the proceedings. The Supreme Court's decision became final on 19 December 2005. Thereafter, nothing more was heard from the Locsins, who failed to answer the original complaint before the court *a quo*.

On 28 April 2006, BDO called the court *a quo*'s attention to the finality of the Supreme Court's decision ordering the remand and continuance of the proceedings in the instant action, and to the failure of the Locsins to file an answer despite such finality. BDO prayed that the case be reinstated and that it be allowed to present its evidence *ex parte* in view of the Locsins' default.

On 9 October 2006, the court *a quo* granted BDO's motion and allowed the latter to present its evidence *ex parte*.

Among the evidence presented by BDO was a *Statement of Account* showing that the Locsins' original deficiency of ₱1,144,089.84

had ballooned to ₱3,709,961.00 by 24 November 2006. The *Statement of Account* appears to have been prepared by a certain Pham Arcenal, checked by Evelyn Magdangan and noted by Paul Gasatan, Senior Manager-LAMU. However, none of these people were presented by BDO to properly identify the document. Only BDO's Vice-President, Ms. Agnes C. Tuason, testified on the allegations of the complaint.

The *Statement of Account* shows how BDO arrived at the figure of ₱3,709,961.00 x x x.³

On February 20, 2007, the RTC rendered its Decision in favor of petitioner. The RTC held that based on the testimony of petitioner's Vice-President, as “supported by competent and relevant documentary evidence, the veracity of which is unchallenged, [petitioner's] allegations stand uncontroverted.”⁴ The dispositive portion of the RTC Decision reads, thus:

WHEREFORE, the court hereby renders judgment in favor of plaintiff BANCO DE ORO UNIVERSAL BANK, declaring defendant SPOUSES ENRIQUE GABRIEL LOCSIN AND MA. GERALDINE LOCSIN, jointly and severally liable to plaintiff hereby ordering aforesaid defendants to pay plaintiff Banco De Oro Universal Bank, the following, viz.:

- 1) Php3,709,961.00 representing the outstanding obligation from November 25, 2006;
- 2) The amount equivalent to 12% per annum on the outstanding obligation as interest and charges from November 25, 2006;
- 3) Php10,000.00 as and by way of attorney's fees.

SO ORDERED.⁵

Aggrieved, respondents filed an appeal with the CA, ascribing the following errors upon the RTC:

1. In rendering judgment in favor of plaintiff-appellee [herein petitioner] and declaring defendants-appellants [herein respondents] Spouses Enrique Gabriel Locsin and Ma. Geraldine Locsin, jointly and severally liable to the former to pay the sum/deficiency resulting from the foreclosure sale of the defendants-appellants['] real property covered by TCT No. N-138739 and the two “Evidente properties” covered by TCT Nos. N-166336 and N-166337 of the Registry of Deeds of Quezon City;

³ *Id.* at 49-54. (Emphasis and italics in the original; citations omitted)

⁴ Records, p. 671.

⁵ *Id.* at 671-672.

2. In not considering in favor of the defendants-appellants their claim for moral, exemplary damages and attorney's fees contained and extensively discussed in their complaint in Civil Case No. Q-98-35337 and attached to the Motion To Dismiss and treat the same as the latter's Answer to the complaint of the appellee in the instant case.⁶

In its assailed Decision, the CA ruled that despite petitioner's presentation of evidence *ex parte* upon the default of respondents, the former, nonetheless, failed to prove its claims by a preponderance of evidence. Thus, the CA reversed and set aside the RTC decision and, accordingly, dismissed petitioner's complaint.

Petitioner filed a Motion for Reconsideration,⁷ but the CA denied it in its Resolution dated October 28, 2009.

Hence, the instant petition raising the following issues:

WHETHER THE COURT OF APPEALS COMMITTED GRAVE AND REVERSIBLE ERROR WHEN IT GRANTED THE APPEAL OF RESPONDENTS LOCSIN BASED ON A GROUND NOT RAISED IN THEIR APPEAL;

WHETHER THE COURT OF APPEALS COMMITTED GRAVE AND REVERSIBLE ERROR IN RULING THAT PETITIONER BDO FAILED TO PROVE BY A PREPONDERANCE OF EVIDENCE ITS RIGHT TO RECOVER THE DEFICIENCY AMOUNT OF ₱3,709,961.00

WHETHER THE COURT OF APPEALS COMMITTED GRAVE AND REVERSIBLE ERROR IN FAILING TO DISMISS THE APPEAL CONSIDERING THAT:

A. IT FAILED TO COMPLY WITH THE MANDATORY REQUIREMENTS STATED UNDER SECTION 7, RULE 44 OF THE RULES OF COURT;

B. IT FAILED TO COMPLY WITH SECTION 13 (D) AND (E), RULE 44 OF THE RULES OF COURT.⁸

The petition lacks merit.

Anent the first assigned error, petitioner contends that respondents never raised as an issue, in any of their pleadings filed with the CA, the

⁶ CA rollo, p. 41.

⁷ *Id.* at 152-159.

⁸ Rollo, pp. 21-22.

matter of whether or not petitioner was able to prove by a preponderance of evidence that it is entitled to the alleged deficiency amount of ₱3,709,961.00 after the properties given as security for the payment of respondents' obligations were sold on foreclosure. As such, petitioner argues that the CA erred in resolving this issue as it was not among the errors assigned in respondents' appeal before the CA.

The Court is not persuaded. Section 8, Rule 51 of the Rules of Court provides:

SEC. 8. *Questions that may be decided.* - No error which does not affect the jurisdiction over the subject matter or the validity of the judgment appealed from or the proceedings therein will be considered unless stated in the assignment of errors, or closely related to or dependent on an assigned error and properly argued in the brief, save as the court pass upon plain errors and clerical errors.

Pursuant to the above quoted provision, the general rule is that an assignment of error is essential to appellate review and only those errors assigned will be considered.⁹ However, an appellate court has a broad discretionary power in waiving the lack of assignment of errors.¹⁰ As exceptions to the general rule, the Court has considered grounds not raised or assigned as errors in the following instances: (1) grounds not assigned as errors but affecting jurisdiction over the subject matter; (2) matters not assigned as errors on appeal but are evidently plain or clerical errors within the contemplation of the law; **(3) matters not assigned as errors on appeal, whose consideration is necessary in arriving at a just decision and complete resolution of the case or to serve the interest of justice or to avoid dispensing piecemeal justice;** (4) matters not specifically assigned as errors on appeal but raised in the trial court and are matters of record having some bearing on the issue submitted which the parties failed to raise or which the lower court ignored; **(5) matters not assigned as errors on appeal but are closely related to the assigned error/s;** and **(6) matters not assigned as errors on appeal, whose determination is necessary to rule on the question/s properly assigned as errors.**¹¹ The present case falls under the third, fifth and sixth exceptions.

The Court finds that the CA did not commit any error in resolving the question on the sufficiency of petitioner's evidence. Apparently, this issue was not specifically raised by respondents in their appeal before the CA, but the Court finds and agrees with the appellate court that the matter on the

⁹ *Spouses Mario and Julia Campos v. Republic of the Philippines*, G.R. No. 184371, March 5, 2014.

¹⁰ *General Milling Corporation v. Ramos*, G.R. No. 193723, July 20, 2011, 654 SCRA 256, 264.

¹¹ *Spouses Mario and Julia Campos v. Republic of the Philippines*, *supra* note 8; *Martires v. Chua*, G.R. No. 174240, March 20, 2013, 694 SCRA 38, 54. (Emphases supplied)

sufficiency of petitioner's evidence to prove its claim is pivotal in determining the main issue raised by respondents as to whether or not the RTC was correct in awarding the alleged deficiency amount which petitioner seeks to recover. Stated differently, petitioner's entitlement to the amount sought to be recovered is totally dependent on whether or not it is able to prove its claim by preponderance of evidence. This Court has held that "the appellate court reserves the right, resting on its public duty, to take cognizance of palpable error on the face of the record and proceedings, and to notice errors that are obvious upon inspection and are of a controlling character, in order to prevent a miscarriage of justice due to oversight."¹²

With respect to the second assignment of error, petitioner presented the following as bases for its claim for the recovery of the alleged deficiency amount: (1) Application for Extrajudicial Foreclosure;¹³ (2) Amended Application for Extrajudicial Foreclosure;¹⁴ (3) Bid Statement;¹⁵ (4) Statement of Account;¹⁶ (5) Official Receipts¹⁷ for foreclosure expenses. However, the Court agrees with the CA that these pieces of documents are not only self-serving but are not supported by sufficient and credible evidence. These are just summaries of respondents' alleged unpaid obligations. The Court also notes that the figures contained in some of these documents contradict each other. In the Application for Extrajudicial Foreclosure and the Amended Application for Extrajudicial Foreclosure, the total principal sum owed by respondents is ₱3,200,000.00; however, in its Bid Statement the principal sum owed is ₱2,949,035.59. Petitioner failed to explain this discrepancy.

More importantly, petitioner failed to submit supporting documents and testimonies to prove and explain the figures appearing in its Bid Statement and Statement of Account. In addition, the legal fees (Filing Fee, Sheriff's Fee, Sheriff's Commission, Publication Fee) totaling ₱117,157.00 which were supposed to be paid by petitioner, are not supported by official receipts. The Official Receipts submitted as evidence only account for filing fees in the amount of ₱6,288.32.

Moreover, nothing on record would show that the testimony of petitioner's Vice-President, who was petitioner's sole witness, explained how petitioner arrived at the figures which supposedly represented the deficiency

¹² *Spouses Mario and Julia Campos v. Republic of the Philippines*, *supra* note 8, citing *Mendoza v. Bautista*, G.R. No. 143666, March 18, 2005, 493 SCRA 804, 817-818.

¹³ Exhibits "F" and "F-1," records, pp. 649-650.

¹⁴ Exhibits "G" and "G-1," *id.* at 651-652.

¹⁵ Exhibit "K," *id.* at 657.

¹⁶ Exhibit "M," *id.* at 658.

¹⁷ Exhibits "O" "O-1," "O-2," and "O-3," *id.* at 660-661.

amount which it seeks to recover. In fact, as the CA correctly observed, both the Bid Statement and the Statement of Account were prepared by persons other than petitioner's Vice-President.¹⁸ However, these persons were not presented in court as competent witnesses who could have properly identified, authenticated and explained the contents of the said documents. Neither was there any showing that the Vice-President witnessed the preparation of these documents or that the persons who prepared them acknowledged to her such preparation or that she recognizes the signatures of the persons who prepared the same. Thus, both the Bid Statement and Statement of Account have no proven real basis and, thus, could not be taken at face value.

It is a settled rule that, as in other civil cases, the burden of proof rests upon the party who, as determined by the pleadings or the nature of the case, asserts an affirmative issue.¹⁹ Contentions must be proved by competent evidence and reliance must be had on the strength of the party's own evidence and not upon the weakness of the opponent's defense.²⁰ This principle holds true especially when the latter has had no opportunity to present evidence because of a default order,²¹ as in the present case. The petitioner, as plaintiff below, is not automatically entitled to the relief prayed for.²² The law gives the defendant some measure of protection as the plaintiff must still prove the allegations in the complaint.²³ Favorable relief can be granted only after the court is convinced that the facts proven by the plaintiff warrant such relief.²⁴ Indeed, the party alleging a fact has the burden of proving it and a mere allegation is not evidence.²⁵ In addition, this Court, in *Otero v. Tan*,²⁶ further elucidated that:

While it may be said that by defaulting, the defendant leaves himself at the mercy of the court, the rules nevertheless see to it that any judgment against him must be in accordance with the evidence required by law. The evidence of the plaintiff, presented in the defendant's absence, cannot be admitted if it is basically incompetent. Although the defendant would not be in a position to object, elementary justice requires that only legal evidence should be considered against him. If the same should prove insufficient to justify a judgment for the plaintiff, the complaint must be dismissed. And if a favorable judgment is justifiable, it cannot exceed in amount or be different in kind from what is prayed for in the complaint.²⁷

¹⁸ See Exhibits "K" and "M," *id.* at 657-658.

¹⁹ *Atienza v. De Castro*, 538 Phil. 440, 448 (2006).

²⁰ *Id.*

²¹ *Gajudo v. Traders Royal Bank*, 519 Phil. 791, 803 (2006).

²² *Atienza v. De Castro*, *supra* note 19.

²³ *Id.*

²⁴ *Id.*

²⁵ *Id.* at 448-449.

²⁶ G.R. No. 200134, August 15, 2012, 678 SCRA 583.

²⁷ *Otero v. Tan*, *supra*, at 594-595.

In the present case, the Court agrees with the CA that petitioner failed to meet its burden of proving its claims by preponderance of evidence, as discussed above.

The Court likewise agrees with the CA that the Sheriff's Certificate of Sale²⁸ is a more reliable proof of the actual outstanding obligation of respondents at the time of the foreclosure sale. Having been accomplished by an officer of the court in the performance of his official duty, the same is presumed to have been regularly executed in the absence of evidence to the contrary. Based on the said Certificate, the outstanding obligation of respondents amounted to ₱3,460,363.97. On the other hand, petitioner's bid was ₱3,879,706.80. Thus, it is clear that there is no deficiency if respondents' obligation is deducted from the bid.

As to the third assigned error, Section 7,²⁹ Rule 44 of the Rules of Court requires the appellant to serve two copies of the appellant's brief to the appellee. Failure to do so would be a ground to dismiss the appeal under Section 1(f),³⁰ Rule 50 of the same Rules. However, the failure to serve the required number of copies does not automatically result in the dismissal of the appeal. Thus, this Court has held as early as the case of *Philippine National Bank v. Philippine Milling Co., Inc.*³¹ that:

x x x [P]ursuant to Section 1 of Rule 50 of the Rules of Court, “(a)n appeal *may* be dismissed by the Court of Appeals, on its own motion or on that of the appellee” upon the ground, among others, of “(f)ailure of the appellant ... to serve and file the required number of copies of his brief,” within the reglementary period. **Manifestly, this provision confers a power and does not impose a duty. What is more, it is directory, not mandatory.**³²

The CA has, under the said provision of the Rules of Court, discretion to dismiss or not to dismiss respondent's appeal. Although said discretion must be a sound one, to be exercised in accordance with the tenets of justice

²⁸ Exhibit “H,” records, p. 653.

²⁹ Sec. 7. *Appellant's brief*. – It shall be the duty of the appellant to file with the court, within forty-five (45) days from receipt of the notice of the clerk that all the evidence, oral and documentary, are attached to the record, seven (7) copies of his legibly typewritten, mimeographed or printed brief, with proof of service of two (2) copies thereof upon the appellee.

³⁰ Section 1. Grounds for dismissal of appeal. – An appeal may be dismissed by the Court of Appeals, on its own motion or on that of the appellee, on the following grounds:

x x x x

(f) Absence of specific assignment of errors in the appellant's brief, or of page references to the record as required in Section 13, paragraphs (a), (c), (d) and (f) of Rule 44;

x x x x

³¹ 136 Phil. 212 (1969).

³² *Philippine National Bank v. Philippine Milling Co., Inc.*, *supra*, at 215. (Emphasis ours)

and fair play, having in mind the circumstances obtaining in each case, the presumption is that it has been so exercised.³³ It is incumbent upon herein petitioner, as actor in the case at bar, to offset this presumption. Yet, the records before the Court do not satisfactorily show that the CA has committed grave and reversible error in not dismissing respondents' appeal.

There is no question that respondents were only able to serve on petitioner a single copy of their appellants' brief. However, as mentioned above, settled is the rule that a litigant's failure to furnish his opponent with a copy of his appeal brief does not suffice to warrant dismissal of that appeal.³⁴ In the instant case, with much less reason should respondents' appeal be dismissed, because petitioner was served with respondents' brief, albeit only one copy was given to it. The Court would be dwelling too much on technicality if the appeal is dismissed simply on the ground that respondents failed to furnish petitioner with two copies, instead of only one, of their appeal brief. Indeed, there is no showing, and the Court finds none in the instant petition, that such procedural lapse on the part of respondents resulted in material injury to petitioner.

Regarding Section 13 (d) and (e),³⁵ Rule 44 of the Rules of Court, again in relation to Section 1(f), Rule 50 of the same Rules, the same principle applies that the grounds for dismissal of an appeal under the aforementioned Section 1 of Rule 50 are discretionary upon the CA.

In the instant case, the CA rightly exercised its discretion when it admitted respondents' appeal. As to the lack of page references in respondents' appeal brief, this Court has held that "failure to cite page reference to the records of the case may be considered as a formal defect which is not fatal."³⁶ As to the supposed lack of statement of issues of fact or law, the citations found in respondents' brief sufficiently enabled the appellate court to locate expeditiously the portions of the record referred to, and apprised said court of the essential facts and nature of the case, as well as the issues raised and the laws necessary for its disposition. Thus, there is

³³ *Tiangco v. Land Bank of the Philippines*, G.R. No. 153998, October 6, 2010, 632 SCRA 256, 266.

³⁴ *Go v. Chaves*, G.R. No. 182341, April 23, 2010, 619 SCRA 333, 343.

³⁵ Section 13. *Contents of appellant's brief*. – The appellant's brief shall contain, in the order herein indicated, the following:

x x x x

(d) Under the heading "Statement of Facts," a clear and concise statement in a narrative form of the facts admitted by both parties and of those in controversy, together with the substance of the proof relating thereto in sufficient detail to make it clearly intelligible, with page references to the record;

(e) A clear and concise statement of the issues of fact or law to be submitted to the court for its judgment;

x x x x

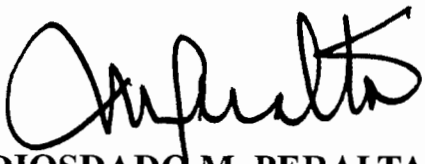
³⁶ *Rizal v. Naredo*, G.R. No. 151898, March 14, 2012, 668 SCRA 114, 124, citing *Tan v. Planters Products, Inc.*, 573 Phil. 416, 428 (2008)

substantial compliance with the requirements of Section 13, Rule 44. The determination of whether or not respondents' appeal brief complied with the Rules was properly within the appellate court's discretion. Nothing in the records indicates that it was exercised capriciously, whimsically, or with a view of permitting injury upon petitioner.

Indeed, it is settled that technical rules of procedure are mere tools designed to facilitate the attainment of justice.³⁷ Their strict and rigid application should be relaxed when they hinder rather than promote substantial justice.³⁸ Thus, as in the present case, cases should as much as possible be resolved on the merits, and not on mere technicalities.³⁹


WHEREFORE, the instant petition is **DENIED**. The assailed Decision of the Court of Appeals, dated June 30, 2009, and its Resolution dated October 28, 2009, are **AFFIRMED**.

SO ORDERED.

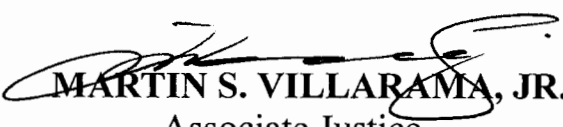


DIOSDADO M. PERALTA
Associate Justice

WE CONCUR:



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



MARTIN S. VILLARAMA, JR.
Associate Justice



BIENVENIDO L. REYES
Associate Justice

³⁷ *Asiitrust Development Bank v. First Aikka Development, Inc.*, G.R. No. 179558, June 1, 2011, 650 SCRA 172, 186.

³⁸ *Id.* at 186-187.


³⁹ *Tan v. Planters Products, Inc.*, *supra* note 36, at 429.



MARVIC MARIO VICTOR F. LEONEN
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.



PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARIA LOURDES P. A. SERENO
Chief Justice