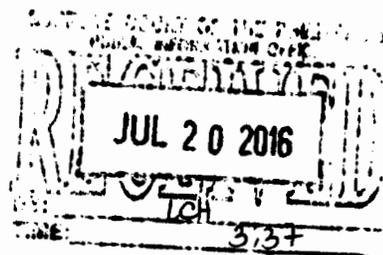




Republic of the Philippines
Supreme Court
 Manila



FIRST DIVISION

ALICIA P. LOGARTA, **G.R. No. 213568**
 Petitioner,

- versus -

Present:

CATALINO M. MANGAHIS, **SERENO, C.J.,***
 Respondent. **LEONARDO-DE CASTRO,**
 Acting Chairperson**
BERSAMIN,
PERLAS-BERNABE, and
CAGUIOA, JJ.

Promulgated:

JUL 05 2016

X-----X

DECISION

PERLAS-BERNABE, J.:

Before the Court is a petition for review on *certiorari*¹ assailing the Decision² dated December 13, 2013 and the Resolution³ dated June 27, 2014 of the Court of Appeals (CA) in CA-G.R. CV No. 98819, which affirmed the Order⁴ dated June 27, 2011 and the Amended Order⁵ dated December 29, 2011 of the Regional Trial Court of Biñan, Laguna, Branch 25 (RTC) in LRC Case No. B-4122, directing the cancellation of Entry No. 626131, Entry No. 626132, Entry No. 626133, and Entry No. 626134 on Transfer Certificate of Title (TCT) No. CLO-763.

* On official leave.

** Per Special Order No. 2358 dated June 28, 2016.

¹ *Rollo*, pp. 10-21.

² *Id.* at 55-64. Penned by Associate Justice Japar B. Dimaampao with Associate Justices Myra V. Garcia-Fernandez and Victoria Isabel A. Paredes concurring.

³ *Id.* at 72-73.

⁴ *Id.* at 30-34. Penned by Presiding Judge Teodoro N. Solis.

⁵ *Id.* at 48-53.

The Facts

Respondent Catalino M. Mangahis (respondent) is the registered owner of a parcel of land in Barangay Malitlit, Sta. Rosa, Laguna, with an area of 28,889 square meters, and covered by TCT No. CLO-763 (subject property).⁶ He authorized a certain Venancio Zamora (Zamora) to sell the subject property, who, in turn, delegated his authority to Victor Peña (Peña).⁷

On January 23, 2001, Peña entered into a Memorandum of Agreement⁸ (MOA) with Carmona Realty and Development Corporation (Carmona Realty), represented by petitioner Alicia P. Logarta (petitioner), for the sale to Carmona Realty of contiguous parcels of land in Malitlit, Sta. Rosa, Laguna (Malitlit Estate) which included the subject property. The Malitlit Estate had a total area of 1,194,427 square meters and Carmona Realty agreed to deposit in escrow the total consideration of ₱1,476,834,000.00 within thirty (30) days from the execution of the MOA.⁹ The release of the escrow deposits was subject to Peña's submission of a number of documents, among others, the order of conversion from the Department of Agrarian Reform (DAR) allowing the use of the Malitlit Estate for residential, industrial, commercial, or a combination of the foregoing uses, the transfer of the TCTs and the Certificates of Land Ownership (CLOAs) in Carmona Realty's name, and the release waiver and quitclaim executed by complainants and/or order of dismissal of pending cases involving any of the lands constituting the Malitlit Estate.¹⁰ The parties also agreed to make the same effective unless Carmona Realty withdraws from it by reason of *force majeure* or fails to make the escrow deposits within the period specified therein, in which case the MOA shall be considered automatically null and void.¹¹

On March 28, 2003, the MOA was annotated¹² on TCT No. CLO-763, pursuant to the Sworn Statement to Request for Annotation¹³ executed by petitioner and the Secretary's Certificate¹⁴ issued by Marianito R. Atienza, Carmona Realty's Corporate Secretary. Thus, Entry Nos. 626131-626134 (the subject entries) were made on TCT No. CLO-763:

Entry No. 626131. Secretary's Certificate

No. 626132. Letter;

No. 626133. **Sworn Statement to Request Annotation of Memorandum of Agreement.** Executed by Alicia P. Logarta on 26 March 2003, ratified before Notary Public Anthony B. Escobar, as per Doc. No. 499, Page No. 100, Book No. 1, Series of 2003.

⁶ Id. at 55.

⁷ Id. at 55-56.

⁸ Records, pp. 159-163.

⁹ Id. at 160-161.

¹⁰ Id. at 161-162.

¹¹ Id. at 162.

¹² Id. at 57

¹³ Id. at 164.

¹⁴ Id. at 165.

No. 626134. Memorandum of Agreement. Executed by and between Victor Peña and Carmona Realty and Development Corporation on 23 January 2001, ratified before Notary Public Ma. Loreto U. Navarro, as per Doc. No. 68, Page No. 14, Book No. XVIII, Series of 2001, filed in Env. No. CLO-213.

Date of instrument : March 26, 2003

Date of inscription : March 28, 2003 at 1:05 p.m.

On August 8, 2008, respondent filed a petition¹⁵ to cancel the subject entries on the ground that the MOA was a private document that had no legal effect because the Notary Public before whom it was acknowledged was not commissioned as such in the City of Manila for the year 2001. In the same petition, respondent also sought the revocation of Zamora's authority to sell the subject property.¹⁶

In opposition,¹⁷ petitioner contended that the MOA was duly notarized in Makati City where the Notary Public, Atty. Loreto Navarro, was commissioned.¹⁸ She also maintained that Peña had the authority to enter into the MOA at the time it was executed, considering that respondent expressed his intention to revoke the same only in the petition.¹⁹

During the trial, respondent's brother and authorized²⁰ representative, Emiliano M. Mangahis, asserted that the subject entries should be cancelled because the purpose for which they were made is no longer present since petitioner did nothing to enforce the MOA.²¹ On the other hand, petitioner argued that she is not the proper party to the case as she merely acted as representative of Carmona Realty in the MOA.²²

The RTC Ruling

In an Order²³ dated June 27, 2011, the RTC granted the petition and ordered the cancellation of the subject entries. It found that the subject entries are adverse claims which ceased to be effective 30 days after registration and should, therefore, be cancelled, pursuant to Section 70 of Presidential Decree No. (PD) 1529,²⁴ otherwise known as the "Property Registration Decree," which states:

¹⁵ See Petition for Cancellation of Lien/Encumbrance Filed on March 26, 2003 and Inscribed on March 28, 2003; *rollo*, pp. 22-24.

¹⁶ *Id.* at 23.

¹⁷ See Comment/Opposition dated December 8, 2008; records, pp. 73-78.

¹⁸ *Id.* at 74.

¹⁹ *Id.* at 75-76.

²⁰ *Id.* at 124.

²¹ *Rollo*, pp. 56-57.

²² *Id.* at 57.

²³ *Id.* at 30-34.

²⁴ Entitled "AMENDING AND CODIFYING THE LAWS RELATIVE TO REGISTRATION OF PROPERTY AND FOR OTHER PURPOSES," approved on June 11, 1978.

Section 70. Adverse claim. Whoever claims any part or interest in registered land adverse to the registered owner, arising subsequent to the date of the original registration, may, **if no other provision is made in this Decree for registering the same**, make a statement in writing setting forth fully his alleged right or interest, and how or under whom acquired, a reference to the number of the certificate of title of the registered owner, the name of the registered owner, and a description of the land in which the right or interest is claimed.

The statement shall be signed and sworn to, and shall state the adverse claimant's residence, and a place at which all notices may be served upon him. This statement shall be entitled to registration as an adverse claim on the certificate of title. The adverse claim shall be **effective for a period of thirty days from the date of registration. After the lapse of said period, the annotation of adverse claim may be cancelled upon filing of a verified petition** therefor by the party in interest: Provided, however, that after cancellation, no second adverse claim based on the same ground shall be registered by the same claimant.

x x x (Emphases supplied)

The RTC also remarked that the MOA no longer has any force and effect, considering that Carmona Realty failed to make the escrow deposits stipulated therein which rendered the same automatically null and void.²⁵ It further explained that petitioner has other remedies which she can pursue if Peña failed to comply with his obligations under the MOA. In any case, however, the adverse claim cannot be inscribed on TCT No. CLO-763 forever.²⁶

Dissatisfied, petitioner moved for reconsideration,²⁷ arguing that the subject entries do not constitute an adverse claim but a voluntary dealing which is governed by Section 54 of PD 1529.²⁸ She also contended that the RTC erred in declaring that the MOA no longer had any force and effect, considering that there was no such allegation in respondent's petition and no evidence to such effect was presented during trial.²⁹

In an Amended Order³⁰ dated December 29, 2011, the RTC denied petitioner's motion for reconsideration and reiterated its directive to cancel the subject entries. Aggrieved, petitioner appealed to the CA.³¹

²⁵ *Rollo*, p. 33.

²⁶ *Id.* at 34.

²⁷ *Id.* at 35-47.

²⁸ *Id.* at 37-39.

²⁹ *Id.* at 39-41.

³⁰ *Id.* at 48-53.

³¹ Records, pp. 273-275.

The CA Ruling

In a Decision³² dated December 13, 2013, the CA dismissed petitioner's appeal and affirmed the RTC ruling. It agreed with the trial court that the subject entries are akin to an annotation of adverse claim which is a measure designed to protect the interest of a person over a piece of real property and governed by Section 70 of PD 1529.³³ The CA reiterated the RTC's observation that the MOA no longer had any force and effect, absent any showing that Carmona Realty had made the escrow deposits stipulated therein or that there was a mutual agreement between the parties to extend its effectivity.³⁴

Petitioner moved for reconsideration,³⁵ which was, however, denied by the CA in its Resolution³⁶ dated June 27, 2014; hence, the present petition.

The Issue Before the Court

The sole issue for the Court's resolution is whether or not the CA and the RTC erred in ordering the cancellation of the subject entries.

The Court's Ruling

The Court finds the petition meritorious.

An adverse claim is a type of *involuntary dealing*³⁷ designed to protect the interest of a person over a piece of real property by apprising third persons that there is a controversy over the ownership of the land.³⁸ It seeks to preserve and protect the right of the adverse claimant during the pendency of the controversy,³⁹ where registration of such interest or right is **not otherwise provided for** by the Property Registration Decree.⁴⁰ An adverse claim serves as a notice to third persons that any transaction regarding the disputed land is subject to the outcome of the dispute.⁴¹ Section 70 of PD 1529 states:

Section 70. Adverse claim. Whoever claims any part or interest in registered land adverse to the registered owner, arising subsequent to the

³² *Rollo*, pp. 55-64.

³³ *Id.* at 60-61.

³⁴ *Id.* at 62-63.

³⁵ *Id.* at 65-70.

³⁶ *Id.* at 72-73.

³⁷ Sections 69-77 of PD 1529.

³⁸ *Arrazola v. Bernas*, 175 Phil. 452, 456-457 (1978).

³⁹ *Id.*

⁴⁰ Agcaoili, Oswaldo D., *Property Registration Decree and Related Laws*, 2006 Ed., p. 539.

⁴¹ *Arrazola v. Bernas*, supra note 38, at 457.

date of the original registration, may, **if no other provision is made in this Decree for registering the same**, make a statement in writing setting forth fully his alleged right or interest, and how or under whom acquired, a reference to the number of the certificate of title of the registered owner, the name of the registered owner, and a description of the land in which the right or interest is claimed.

The statement shall be signed and sworn to, and shall state the adverse claimant's residence, and a place at which all notices may be served upon him. This statement shall be entitled to registration as an adverse claim on the certificate of title. The adverse claim shall be **effective for a period of thirty days from the date of registration. After the lapse of said period, the annotation of adverse claim may be cancelled upon filing of a verified petition** therefor by the party in interest: Provided, however, that after cancellation, no second adverse claim based on the same ground shall be registered by the same claimant.

Before the lapse of thirty days aforesaid, any party in interest may file a petition in the Court of First Instance where the land is situated for the cancellation of the adverse claim, and the court shall grant a speedy hearing upon the question of the validity of such adverse claim, and shall render judgment as may be just and equitable. If the adverse claim is adjudged to be invalid, the registration thereof shall be ordered cancelled. If, in any case, the court, after notice and hearing, shall find that the adverse claim thus registered was frivolous, it may fine the claimant in an amount not less than one thousand pesos nor more than five thousand pesos, in his discretion. Before the lapse of thirty days, the claimant may withdraw his adverse claim by filing with the Register of Deeds a sworn petition to that effect. (Emphases supplied)

Thus, before a notice of adverse claim is registered, it must be shown that there is no other provision in law for the registration of the claimant's alleged right in the property.⁴² In *Register of Deeds of Quezon City v. Nicandro*,⁴³ the Court held that where the basis of the adverse claim was a perfected contract of sale which is specifically governed by Section 57 of the Land Registration Act, or Act No. 496, the filing of an adverse claim was held ineffective for the purpose of protecting the vendee's right.⁴⁴ Similarly, in *L.P. Leviste & Company, Inc. v. Noblejas*,⁴⁵ the Court emphasized that if the basis of the adverse claim is a perfected contract of sale, the proper procedure is to register the vendee's right as prescribed by Sections 51⁴⁶ and

⁴² *L.P. Leviste & Company, Inc. v. Noblejas*, 178 Phil. 422, 431 (1979); *Register of Deeds of Quezon City v. Nicandro*, 111 Phil. 989, 997 (1961).

⁴³ *Register of Deeds of Quezon City v. Nicandro*, id.

⁴⁴ Id. at 997.

⁴⁵ 178 Phil. 422 (1979).

⁴⁶ **Section 51. Conveyance and other dealings by registered owner.** An owner of registered land may convey, mortgage, lease, charge or otherwise deal with the same in accordance with existing laws. **He may use such forms of deeds, mortgages, leases or other voluntary instruments as are sufficient in law.** But no deed, mortgage, lease, or other voluntary instrument, except a will purporting to convey or affect registered land shall take effect as a conveyance or bind the land, but shall operate only as a contract between the parties and as evidence of authority to the Register of Deeds to make registration. The act of registration shall be the operative act to convey or affect the land insofar as third persons are concerned, and in all cases under this Decree, the registration shall be made in the office of the Register of Deeds for the province or city where the land lies. (Emphasis supplied)

52⁴⁷ of PD 1529, and not under Section 70 which is ineffective for the purpose of protecting the vendee’s right since it does not have the effect of a conveyance.⁴⁸

In the case at hand, a cursory perusal of the MOA⁴⁹ shows that it is essentially a conditional sale where Carmona Realty’s payment is subject to the submission of certain documents by Peña, respondent’s authorized representative. Its relevant provisions state:

WITNESSETH, That:

x x x x

WHEREAS, the FIRST PARTY represents, that subject to the payment of an agreed compensation to the CLOA holders/ARB[s], the Land Bank, and the National Irrigation Authority, FIRST PARTY is willing and able to have all titles, rights, interests and claims, transferred, ceded, conveyed, assigned or waived in favor of the SECOND PARTY who has accepted the offer to sell and has agreed to acquire and purchase the property, subject to the terms and conditions set forth under this Agreement.

x x x x

III
ESCROW DEPOSIT OF PURCHASE PRICE

3.1 Within thirty (30) days from the execution of this Memorandum of Agreement, the SECOND PARTY or its assignee or nominee shall deposit in escrow with a bank or financial institution which is mutually acceptable to the Parties, the total amount of x x x. Said amount shall be subject to release by the escrow agent/bank and/or withdrawal in favor of the Parties specified in Section II above, upon presentation of the documents specified herein below, and as set forth in the Escrow instructions given by both parties to the Escrow agent/bank.

3.2. To the FIRST PARTY:

All releases of the amounts under escrow in favor of the FIRST PARTY of the full amount of x x x, shall be subject to the submission by the FIRST PARTY of the following documents:

- 1) Order of Conversion x x x

x x x x

⁴⁷ **Section 52. Constructive notice upon registration.** Every conveyance, mortgage, lease, lien, attachment, order, judgment, instrument or entry affecting registered land shall, if registered, filed or entered in the office of the Register of Deeds for the province or city where the land to which it relates lies, be constructive notice to all persons from the time of such registering, filing or entering.

⁴⁸ *L.P. Leviste & Company, Inc. v. Noblejas*, supra note 42, at 431-432.

⁴⁹ Records, pp. 159-163.

v

IV
TRANSFER OF TITLE TO THE SECOND PARTY

4.1. The SECOND PARTY shall be entitled to have the subject CLOAs-TCTs cancelled and in lieu of the same, new TCTs shall be issued in the name of the SECOND PARTY or its assignee free from any liens or encumbrances as provided herein,

X X X X

VI
EFFECTIVITY OF THIS AGREEMENT

This Agreement shall take effect upon execution hereof and shall continue in force unless the SECOND PARTY withdraws from this Agreement by reason of force majeure or it fails to make the escrow deposits within the period as specified herein, in which event, this Agreement shall be considered automatically null and void, unless extended by mutual agreement of the parties.⁵⁰

It is settled that in a deed of conditional sale, ownership is transferred after the full payment of the installments of the purchase price or **the fulfillment of the condition and the execution of a definite or absolute deed of sale.**⁵¹ Verily, the efficacy or obligatory force of the vendor's obligation to transfer title in a conditional sale is subordinated to the happening of a future and uncertain event, such that if the suspensive condition does not take place, the parties would stand as if the conditional obligation had never existed.⁵² Given the foregoing, the MOA is essentially a dealing *affecting less than the ownership* of the subject property that is governed by Section 54 of PD 1529, to wit:

Section 54. Dealings less than ownership, how registered. No new certificate shall be entered or issued pursuant to any instrument which does not divest the ownership or title from the owner or from the transferee of the registered owners. All interests in registered land less than ownership shall be registered by filing with the Register of Deeds the instrument which creates or transfers or claims such interests and by a brief memorandum thereof made by the Register of Deeds upon the certificate of title, and signed by him. A similar memorandum shall also be made on the owner's duplicate. **The cancellation or extinguishment of such interests shall be registered in the same manner.** (Emphasis supplied)

Moreover, being a conditional sale, the MOA is a voluntary instrument which, as a rule, must be registered as such and not as an adverse claim. In *Philippine Charity Sweepstakes Office v. New Dagupan Metro Gas Corporation*,⁵³ the Court explained that:

⁵⁰ Id. at 159-162. Emphases omitted.

⁵¹ *Joseph & Sons Enterprises, Inc. v. CA*, 227 Phil. 625, 634 (1986).

⁵² *Ventura v. Heirs of Spouses Endaya*, 718 Phil. 620, 630-631 (2013), citing *Sps. Serrano and Herrera v. Caguilat*, 545 Phil. 660, 667 (2007).

⁵³ 690 Phil. 504 (2012).

Apart from the foregoing, the more important consideration was the improper resort to an adverse claim. In *L.P. Leviste & Co. v. Noblejas*, this Court emphasized that the availability of the special remedy of an adverse claim is subject to the absence of any other statutory provision for the registration of the claimant's alleged right or interest in the property. **That if the claimant's interest is based on a perfected contract of sale or any voluntary instrument executed by the registered owner of the land, the procedure that should be followed is that prescribed under Section 51 in relation to Section 52 of P.D. No. 1529.** Specifically, the owner's duplicate certificate must be presented to the Register of Deeds for the inscription of the corresponding memorandum thereon and in the entry day book. **It is only when the owner refuses or fails to surrender the duplicate certificate for annotation that a statement setting forth an adverse claim may be filed with the Register of Deeds.** Otherwise, the adverse claim filed will not have the effect of a conveyance of any right or interest on the disputed property that could prejudice the rights that have been subsequently acquired by third persons.

What transpired in *Gabin* is similar to that in *Leviste*. In *Gabin*, the basis of the claim on the property is a deed of absolute sale. In *Leviste*, what is involved is a contract to sell. Both are voluntary instruments that should have been registered in accordance with Sections 51 and 52 of P.D. No. 1529 as there was no showing of an inability to present the owner's duplicate of title.

It is patent that the contrary appears in this case. Indeed, New Dagupan's claim over the subject property **is based on a conditional sale, which is likewise a voluntary instrument.** However, New Dagupan's use of the adverse claim to protect its rights is far from being incongruent in view of the undisputed fact that Peralta failed to surrender the owner's duplicate of TCT No. 52135 despite demands.⁵⁴ (Emphases supplied; citations omitted.)

Thus, the prevailing rule is that voluntary instruments such as contracts of sale, contracts to sell, and conditional sales are registered by presenting the owner's duplicate copy of the title for annotation, pursuant to Sections 51 to 53 of PD 1529.⁵⁵ The reason for requiring the production of

⁵⁴ Id. at 530-531.

⁵⁵ **Section 51. Conveyance and other dealings by registered owner.** An owner of registered land may convey, mortgage, lease, charge or otherwise deal with the same in accordance with existing laws. **He may use such forms of deeds, mortgages, leases or other voluntary instruments as are sufficient in law.** But no deed, mortgage, lease, or other voluntary instrument, except a will purporting to convey or affect registered land shall take effect as a conveyance or bind the land, but shall operate only as a contract between the parties and as evidence of authority to the Register of Deeds to make registration. The act of registration shall be the operative act to convey or affect the land insofar as third persons are concerned, and in all cases under this Decree, the registration shall be made in the office of the Register of Deeds for the province or city where the land lies.

Section 52. Constructive notice upon registration. Every conveyance, mortgage, lease, lien, attachment, order, judgment, instrument or entry affecting registered land shall, if registered, filed or entered in the office of the Register of Deeds for the province or city where the land to which it relates lies, be constructive notice to all persons from the time of such registering, filing or entering.

Section 53. Presentation of owner's duplicate upon entry of new certificate. No voluntary instrument shall be registered by the Register of Deeds, unless the owner's duplicate certificate is presented with such instrument, except in cases expressly provided for in this Decree or upon order of the court, for cause shown.

the owner's duplicate certificate in the registration of a voluntary instrument is that, being a willful act of the registered owner, it is to be presumed that he is interested in registering the instrument and would willingly surrender, present or produce his duplicate certificate of title to the Register of Deeds in order to accomplish such registration.⁵⁶ The *exception* to this rule is when the registered owner refuses or fails to surrender his duplicate copy of the title, in which case the claimant may file with the Register of Deeds a statement setting forth his adverse claim.⁵⁷

In the case at hand, there was no showing that respondent refused or failed to present the owner's duplicate of TCT No. CLO-763, which would have prompted Carmona Realty to cause the annotation of the MOA as an adverse claim instead of a voluntary dealing. On this score, therefore, the RTC and the CA erred in ordering the cancellation of the subject entries on the strength of Section 70 of PD 1529 which authorizes regional trial courts to cancel adverse claims after the lapse of thirty (30) days from registration. Being a voluntary dealing affecting less than the ownership of the subject property, Section 54 of PD 1529 – which states that the cancellation of annotations involving interests less than ownership is within the power of the Register of Deeds – should have been applied. Accordingly, the RTC and the CA should have dismissed the petition for cancellation of the subject entries for being the wrong remedy.

WHEREFORE, the petition is **GRANTED**. The Decision dated December 13, 2013 and the Resolution dated June 27, 2014 of the Court of Appeals in CA-G.R. CV No. 98819, which affirmed the Order dated June 27, 2011 and the Amended Order dated December 29, 2011 of the Regional Trial Court of Biñan, Laguna, Branch 25 in LRC Case No. B-4122 are hereby **SET ASIDE**. The Petition to cancel Entry No. 626131, Entry No. 626132, Entry No. 626133, and Entry No. 626134 on Transfer Certificate of Title No. CLO-763 filed by respondent Catalino M. Mangahis is **DISMISSED**.

SO ORDERED.


ESTELA M. PERLAS-BERNABE
Associate Justice

The production of the owner's duplicate certificate, whenever any voluntary instrument is presented for registration, shall be conclusive authority from the registered owner to the Register of Deeds to enter a new certificate or to make a memorandum of registration in accordance with such instrument and the new certificate or memorandum shall be binding upon the registered owner and upon all persons claiming under him, in favor of every purchases for value and in good faith.

In all cases of registration procured by fraud, the owner may pursue all his legal and equitable remedies against the parties to such fraud without prejudice, however, to the rights of any innocent holder for value of a certificate of title. After the entry of the decree of registration on the original petition or application, any subsequent registration procured by the presentation of a forged duplicate certificate of title or a forged deed or other instrument, shall be null and void. (Emphases supplied)

⁵⁶ *L.P. Leviste & Company, Inc. v. Noblejas*, supra note 42, at 430-431.

⁵⁷ See id. at 431.

WE CONCUR:

On official leave
MARIA LOURDES P. A. SERENO
Chief Justice

Teresita Leonardo de Castro
TEREISTA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson

Lucas P. Bersamin
LUCAS P. BERSAMIN
Associate Justice

Alfredo Benjamin S. Caguioa
ALFREDO BENJAMIN S. CAGUIOA
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.

Teresita Leonardo de Castro
TERESITA J. LEONARDO-DE CASTRO
Associate Justice
Acting Chairperson, First Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Acting 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.

Antonio T. Carpio
ANTONIO T. CARPIO
Acting Chief Justice