



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

JOHN C. ARROYO, JASMIN
ALIPATO, PRIMITIVO
BELANDRES, NESTOR
LEDUNA, PATRICK SEMENA,
ANITA DE LOS REYES,
MERCY SILVESTRE,
RODOLFO CABALLERO,
GINA CABALLERO, LETECIA
HUEBOS, TARCILA PINILI,
RODELIA UY, CRIS PARAS,
FLOR MORENO, AND JOSE
PEROTE,

Petitioners,

G.R. No. 175155

Present:

VELASCO, JR., J., *Chairperson*,
LEONARDO-DE CASTRO,*
PERALTA,
ABAD, and
MENDOZA, JJ.

- versus -

ROSAL HOMEOWNERS
ASSOCIATION, INC.,

Respondent.

Promulgated:

22 October 2012

X ----- X

DECISION

MENDOZA, J.:

This is a petition for review on certiorari under Rule 45 of the 1997 Rules of Civil Procedure assailing the November 23, 2005 Decision¹ and the

* Designated acting member, per Special Order No. 1343, dated October 9, 2012.

¹ Annex "A" of Petition, *rollo*, pp. 38-45. Penned by Associate Justice Isaias P. Dicedian with Associate Justice Ramon M. Bato, Jr. and Associate Justice Apolinario D. Bruselas, Jr., concurring.

October 4, 2006 Resolution² of the Court of Appeals (CA) in CA-G.R. CV No. 70994 entitled “*Rosal Homeowners Association, Inc. v. John C. Arroyo, et al.*”

The Facts

Respondent Rosal Homeowners Association, Incorporated (*RHAI*) is a non-stock, non-profit organization duly organized and existing under the laws of the Philippines. Its membership is composed mainly of occupants of a parcel of land with an area of 19,897 square meters, situated in Brgy. Rosal, Taculing, Bacolod City, and formerly owned by Philippine Commercial International Bank (*PCIB*).

Petitioners Jasmin Alipato, Primitivo Belandres, Nestor Leduna, Anita de los Reyes, and Gina Caballero (*petitioners*)³ were among the actual occupants of the subject land. They occupied the land by mere tolerance long before the said land was acquired by PCIB in 1989. To evade eviction from PCIB and in order to avail of the benefits of acquiring land under the Community Mortgage Program (*CMP*) of the National Home Mortgage Finance Corporation (*NHMFC*), the said occupants formally organized themselves into an association, the RHAI. With the aid and representation of the Bacolod Housing Authority (*BHA*), RHAI was able to obtain a loan from the NHMFC and acquired the subject land from PCIB. As a consequence, the Registry of Deeds of Bacolod City issued a Transfer Certificate of Title (*TCT*) No. T- 202933,⁴ covering the 19,897 square-meter land, in the name of RHAI. By virtue of the land acquisition by RHAI, all the occupants of the land became automatic members of RHAI. To fully avail of the benefits of the CMP, the NHMFC required the RHAI members

² Annex “B” of Petition, id. at 48-49.

³ The other petitioners in the Motion for Extension of Time to File Petition for Review on Certiorari, John C. Arroyo, Patrick Semena, Mercy Silvestre, Rodolfo Caballero, Letecia Huebos, Tarcila Pinili, Rodelia Uy, Cris Paras, Flor Moreno, and Jose Perote, did not continue or participate in the filing of the instant petition.

⁴ *Rollo*, p. 75.

to sign the Lease Purchase Agreement (*LPA*) and to maintain their membership in good standing in accordance with the provisions of the By-Laws⁵ of RHAI. Petitioners, however, refused to sign the LPA as a precondition under the CMP. They likewise failed to attend the regular meetings and pay their membership dues as required by the RHAI By-Laws. As a result, RHAI through its Board of Directors, approved a resolution⁶ to enforce the eviction of petitioners and recover possession of the portions of land which they were occupying. Pursuant to the said resolution, RHAI, through written letters of demand,⁷ called for petitioners to vacate the premises and deliver possession thereof to RHAI. Petitioners, however, ignored the demand. This prompted RHAI to file an action for recovery of possession of the subject property before the Regional Trial Court, Branch 49, Bacolod City (*RTC*), which was docketed as Civil Case No. 98-10388.⁸

In their Answer, petitioners denied RHAI's claim that they were illegal occupants of the subject land. They argued that they could not be ejected from the said property because they were entitled to own the land that they had occupied for several years prior to RHAI's acquisition of title therein. They also claimed that RHAI sought their ejectment to accommodate other persons who were not qualified beneficiaries of the CMP.⁹

After trial on the merits, the RTC ruled in favor of RHAI. The RTC found petitioners as already non-members, having been expelled from the RHAI. Petitioners did not qualify as loan beneficiaries for their refusal to sign the LPA as required by the NHMFC. As such, they had no more right to remain in the land they are occupying. The dispositive portion of the RTC decision reads:

⁵ Id. at 76-77.

⁶ Id. at 78.

⁷ Id. at 80, 82, 89-91.

⁸ Annex "D" of Petition, id. at 68-73.

⁹ Id. at 40.

FOR ALL THE FOREGOING, judgment is hereby rendered as follows:

1. Defendants are ordered to vacate the premises of the lot covered by TCT No. T-202933 situated at Taculing, Bacolod City and to remove their structures constructed thereon.
2. Defendants are ordered to pay the amount of ₱500.00 monthly for the use of the lot occupied by their respective houses starting from date of this decision until they actually leave the premises.¹⁰

Aggrieved, petitioners appealed to the CA, claiming that they were denied due process by the RTC when it rendered judgment in favor of RHAI. They added that the RTC erred in finding that they refused to join the association or were expelled therefrom for failure to comply with their obligations, specifically the payment of membership dues and attendance in meetings.

On November 23, 2005, the CA rendered its decision affirming the RTC decision. It ruled that petitioners were not denied of their right to procedural due process as they were given opportunity to present evidence, but failed to do so. According to the CA, “[w]here opportunity to be heard either through oral argument or pleadings is accorded, there can be no denial of procedural due process.”¹¹

Further, the CA sustained the RTC’s finding that petitioners refused to become members of RHAI or were considered expelled from the same because of their failure to comply with their duties and responsibilities. The decretal portion of the CA Decision states:

WHEREFORE, in view of the foregoing premises, judgment is hereby rendered by us **DENYING** the appeal filed in this case and **AFFIRMING** the assailed decision of the Regional Trial Court, Branch 49, in Bacolod City in Civil Case No. 98-10388.

SO ORDERED.¹²

¹⁰ Id. at 107-108.

¹¹ Id. at 42.

¹² Id. at 45.

Petitioners filed a motion for reconsideration¹³ of the said decision on the ground that their expulsion from RHAI was illegal for want of due process. The motion, however, was denied by the CA in its Resolution, dated October 4, 2006.

Hence, petitioners interpose the present petition before this Court anchored on the following

GROUND

That the Honorable Court of Appeals committed errors when it overlooked the following formulations:

1. The petitioners were denied of their right to due process when they were expelled as members of respondent.

2. The petitioners were denied of their right to own a piece of land for their homes under the socialized housing program of the government.¹⁴

The issues to be resolved are: 1) whether due process was observed in this case; and 2) whether petitioners were denied of their right to own a piece of land for their homes under the socialized housing program of the government.

Petitioners contend that the CA committed a serious error in upholding the ruling of the RTC that they were expelled as members of RHAI because the records are bereft of any evidence indicating the initiation of expulsion proceedings against them. In addition, they claim that they were not informed by RHAI that they had been expelled as members of the association. Invoking the case of *Ynot v. Intermediate Court of Appeals*,¹⁵

¹³ Dated December 26, 2005, id. at 50-67.

¹⁴ Id. at 18.

¹⁵ 232 Phil. 615 (1987).

petitioners insist that, consistent with the requirements of due process, they should have been given the opportunity to be heard.

Petitioners insist that they cannot be ejected by RHAI being the actual occupants of the portions of the subject land long before the same was acquired by the latter. They opine that RHAI, in filing the ejectment case against them, violated the very purpose for the creation and existence of the socialized housing program, that is, to allow actual beneficiaries, like them, to own the portions of the land they were actually occupying.

On the other hand, RHAI, in its Memorandum,¹⁶ points out that the issues being raised involve questions of fact which were properly disposed of both by the RTC and the CA when they found that petitioners were deemed expelled from their membership of RHAI for non-compliance with its rules and regulations specifically their refusal to pay membership dues and reasonable fees. The evidence on record conclusively shows that petitioners were validly expelled from the association in accordance with its By-Laws and in compliance with the demands of due process. Their refusal to comply with the requirements of the CMP disqualified them from being member-beneficiaries of RHAI. Hence, they were not denied of their right to own the portions of land they occupy for their homes.

The petition must fail.

On the first issue raised by petitioners, the Court finds no merit in their repeated claim of denial of due process.

The record shows that petitioners were accorded a fair trial in the RTC. In fact, they were properly represented by a counsel who was able to

¹⁶ Dated March 2, 2008, *rollo*, pp. 164-183.

confront and cross-examine the witnesses presented by RHAI. They had ample opportunity to substantiate their claim that they were not expelled as members and to present witnesses. Unfortunately, petitioners did not present their own evidence to bolster their defense. Thus, they cannot feign denial of due process where they had been afforded the opportunity to present their side.¹⁷ Petitioners, having chosen not to avail of the opportunity to present evidence to rebut the charges against them, cannot complain of denial of due process. As long as the parties are given the opportunity to be heard before judgment is rendered, the demands of due process are sufficiently met. What is offensive to due process is the denial of this opportunity to be heard.¹⁸

Relevant in this regard is the findings of the CA, as follows:

It is basic that, as long as a party is given the opportunity to defend his interest in due course, he would have no reason to complain, for it is this opportunity to be heard that makes upon the essence of due process. Where opportunity to be heard, either through oral argument or pleadings is accorded, there can be no denial of procedural due process. In the case at bench, the record reveals that, during the trial on the merits of Civil Case No. 98-10388, the defendants-appellants were accordingly represented by their counsel on record, Atty. Allan Zamora. The said counsel was able to cross-examine the witnesses for the plaintiff-appellee association. Although it appears that, on the May 23, 2000 hearing of Civil Case No. 98-10388, said counsel raised to the court *a quo* the issue of a possible conflict of interest on his part, considering that he was then the City Legal Officer of Bacolod, the fact remains that the court *a quo*, in its order dated March 31, 2002, gave said counsel an opportunity to file a manifestation within 10 days as to whether or not he would still continue to act as counsel for the defendants-appellants. Unfortunately, the 10-day period stated in the order lapsed with the failure of Atty. Zamora to file his manifestation to withdraw as counsel for the defendants-appellants. When the court *a quo* heard again Civil Case No. 98-10388, the defendants-appellants' counsel still did not appear. When the court *a quo* rendered its assailed decision on March 21, 2001, defendants-appellants did not even bother to seek for reconsideration thereof. It is rather unfortunate that defendants-appellants' counsel

¹⁷ *Cada v. Time Saver Laundry*, G.R. No. 181480, January 30, 2009, 577 SCRA 565, 579, citing *Audion Electric Co., Inc. v. National Labor Relations Commission*, 367 Phil. 620, 633 (1999).

¹⁸ *Flores v. Montemayor*, G.R. No. 170146, June 8, 2011, 651 SCRA 396, 406.

neglected his duties to the latter. Be that as it may, the negligence of counsel binds the client.¹⁹

At any rate, when the RTC rendered its decision adverse to petitioners, the latter were able to seek reconsideration and avail of their right to appeal to the CA. The CA then required the parties to file their respective pleadings before it rendered a decision denying petitioners' appeal. They even moved for the reconsideration of the denial of their appeal. Having been able to appeal and move for a reconsideration of the assailed rulings, petitioners cannot claim a denial of due process.²⁰

Likewise devoid of merit is petitioners' claim that they were deprived of their right to due process when they were allegedly expelled from RHAI.

The essence of due process is the opportunity to be heard. What the law prohibits is not the absence of previous notice but the absolute absence thereof and the lack of opportunity to be heard.²¹

The records of this case disclose that there was a board resolution issued for the expulsion of the erring or defaulting members of RHAI. The latter were duly informed that they were already expelled as members of the association through notices sent to them. These notices, however, were refused to be received by petitioners. Their expulsion was made pursuant to the By-Laws of RHAI as shown by the testimony of Mildred de la Peña (*dela Peña*), President, on cross-examination by the counsel for petitioners:

¹⁹ *Rollo*, pp. 42-43.

²⁰ *Equitable PCI Banking Corporation v. RCBC Capital Corporation*, G.R. No. 182248, December 18, 2008, 574 SCRA 858, 890, citing *Sunrise Manning Agency, Inc. v. National Labor Relations Commission*, G.R. No. 146703, November 18, 2004, 443 SCRA 35, 42.

²¹ *Espinocilla, Jr. v. Bagong Tanyag Homeowners Association, Inc.*, G.R. No. 151019, August 9, 2007, 529 SCRA 654, 660, citing *Medenilla v. Civil Service Commission*, G.R. No. 93868, February 19, 1991, 194 SCRA 278, 285 (citations omitted).

ATTY ZAMORA:

Q. Is there any provision in the by-laws which provides for expulsion of the members of the association?

A. Yes, Attorney.

Q. And is there a procedure to be followed before a member xxx (is) expelled from the association?

A. Yes, Attorney.

Q. And could you please tell us those procedure to be followed before a member could be expelled from association?

x x x

A. As per by-laws of the association we are sending notices for the members to come, to attend the meeting and inform them whether they have paid their obligation. Three (3) successive demand from the association and they will not still appear with the association, the association have the right to default them as per by-laws.

COURT

Q. The question of counsel is not on the matter of how a member is defaulted. He is asking about the procedure on how to expel a member. How do you go about expelling a member?

A. Before we expel a member we go over and follow the by-laws.

Q. And what does your by-laws say about that?

A. As to the obligation, a member should pay his monthly obligation, joined all the activities and meetings of the association. If a member could not comply with his obligation for three (3) successive months that member is already capable for a default.

Q. You are always talking of default. Alright, assuming that a member has already incurred a default. How do you go about expelling him?

A. We will inform that member that they are no longer with the association. The association will send them a notice that they are already expelled from the association.

Q. Meaning to say that they are no longer member of the association?

A. Yes, your Honor.

ATTY. ZAMORA

Q. Madam witness this decision of the association to expel a member from membership, is that through a resolution?

x x x

A. Yes, Attorney.

Q. Now, [was] there any board resolution expelling the defendants their membership from the association?

A. We have.

Q. Where are those?

A. We could give it to Atty. Figura.

COURT

Q. Now, did you give the defendants here copies of the resolution expelling them from the membership in your association?

A. Actually, your Honor, we did not furnish them since we furnished the National Homes. The defendants will not accept any communications from us.

Q. The Court is not asking you whether you notify the National Home Mortgage, whether there was an acceptance or rejection by the defendants. The Court is only asking you if you notify the defendants that resolution expelling them from Membership?

A. Yes, your Honor.²²

[Emphases and underscoring supplied]

The foregoing testimony strongly indicates that petitioners were duly expelled from RHA. There is nothing irregular when they were expelled for non-payment of dues and for non-attendance of meetings. This is expressly sanctioned by the By-Laws of RHA. The Court quotes with approval the ruling of the CA on the matter, viz:

Like any other organization, plaintiff-appellee association has to set certain rules and regulations. The evidence adduced in the court *a quo* by the plaintiff-appellee association proved that the defendants-appellants failed to pay their membership fees and other reasonable fees. A perusal of the by-laws of the plaintiff-appellee association reveals that a member is only required to pay a membership fee of ₱100.00 to be paid every fiscal year and a monthly maintenance fee in the amount of ₱10.00. Although it likewise provides for contribution and special assessments which the defendants-appellants claimed to be unreasonable, yet, the defendants-appellants failed to prove by the amount of evidence

²² *Rollo*, pp. 171-174.

required by law as to what extent the plaintiff-appellee association unreasonably assessed them. To us, there is no reason at all for the defendants-appellants to protest the fees or dues as assessed against them by the plaintiff-appellee association. Such unwholesome attitude of the defendant-appellants to pay the memberships fees and monthly dues to the plaintiff-association clearly indicates that they do not want to be a part of the membership of the association. Thus, the court *a quo* was correct in holding that defendants-appellants were deemed expelled from their membership of the plaintiff-appellee association because of their irrational failure to obey the rules and regulations of the latter. The defendants-appellants likewise refused to acknowledge and sign the Lease Purchase Agreement (LPA) as required by the NHMFC. Because of the defendants-appellants' refusal to be members in good standing of the plaintiff-appellee corporation, they remained squatters of the subject land in the true sense of the word. As such, their possession is only by tolerance of the plaintiff-appellee association, and the latter can recover possession of the subject land as the lawful owner thereof. Squatting is unlawful and no amount of acquiescence converts it into a lawful act.²³

Apparently, petitioners' refusal to sign and submit the LPA, the most important requirement of the NHMFC for the acquisition of the land, disqualified them as loan beneficiaries. As such, they acquire no better rights than mere occupants of the subject land.

In any case, the due process guarantee cannot be invoked when no vested right has been acquired. The period during which petitioners occupied the lots, no matter how long, did not vest them with any right to claim ownership since it is a fundamental principle of law that acts of possessory character executed by virtue of license or tolerance of the owner, no matter how long, do not start the running of the period of acquisitive prescription.²⁴

Indeed, the Court does not lose sight of the fact that petitioners were actual occupants of the subject land. True enough, the RHAI was purposely formed to enable the dwellers, including petitioners, to purchase the lots they were occupying, being the ultimate beneficiaries of the CMP of the

²³ Id. at 44-45.

²⁴ *Espinocilla, Jr. v. Bagong Tanyag Homeowners Association, Inc.*, supra note 21 at 662.

NHMFC. Petitioners, however, must be reminded that they have to comply with certain requirements and obligations to qualify as beneficiaries and be entitled to the benefits under the program. Their unreasonable refusal to join RHAI and their negative response to comply with their obligations compelled RHAI to either expel them or declare them as non-members of the association. Petitioners cannot now claim that they were denied the right to own the portions of land they were occupying for their homes under the CMP.

It should be noted that petitioners were never prevented from becoming members of RHAI. In fact, they were strongly encouraged to join and comply with the requirements of the CMP, not only by the RHAI, but also by the BHA. The following testimony of De la Pena illustrate that the direct intervention of the BHA proved futile, thus:

ATTY. ZAMORA

Q. Madam witness, inasmuch as the facilitator of the loan was the Bacolod Housing Authority, did you call the attention of the Bacolod Housing Authority about it?

A. Yes, sir.

Q. And was there any action taken by the Bacolod Housing Authority on that Question?

A. Yes, sir.

Q. What action was taken?

A. They go back to the area and called for another meeting. Actually, when the Bacolod Housing Authority was asking for a meeting to patch up this problems the defendants were not attending.

Q. And the meeting was called by the Bacolod Housing Authority on what dates?

A. The meeting of the association we have a date but I cannot remember. We invite the Bacolod Housing Committee to help us patch up this problems.

Q. And who in particular?

A. Mrs. Tornilla.

Q. And Mrs. Tornilla try to reach out with the defendants?

A. Yes, Attorney.

Q. And did Mrs. Tornilla tell you about the reason why the defendants acted that way?

A. Mrs. Tornilla did not tell me. So the advise off Mrs. Tornilla and the Bacolod Housing Authority that if the defendants will go on resisting not to sign the documents we have nothing to do with them.²⁵

Moreover, the Court cannot accept petitioners' contention that the non-payment of dues was simply a convenient excuse by the officers of RHAI to eject them from their lands to allow strangers to become beneficiaries to the prejudice of the actual occupants.

Needless to state, petitioners' presence as non-paying occupants had caused RHAI to experience deficiency in the payment of the monthly amortizations for the land to the detriment of the other RHAI members who had been complying with the requirements. This was the reason why RHAI filed a suit against them – to cause their eviction from their present occupancy and to place, in their stead, substitutes who would be willing to comply with the requirements. Before the case was filed, RHAI made formal demands to petitioners to vacate the lots they were occupying. As testified to by Jeanette Deslate, Regional Director (Region IV) of the NHMFC, to wit:

ATTY. NIFRAS

Q. In brief, can you tell the [H]onorable [C]ourt the basic functions of the corporation?

A. The corporation is one of the housing agencies under the Housing Coordinating council. It provides shelter and we finance housing loans and we have projects like unified Home Lending program, the regular housing loan of the subdivision. We also extend loans for developers. xxx and we have a special project called Community Mortgage Program which caters to squatters and non-owners of any residential units in Urban areas and danger zones.

²⁵ *Rollo*, pp. 177-178.

Q. Can you please tell us some more of this Community Mortgage program, Mrs. Witness?

A. The Community Mortgage Program is a noble community program wherein the community association or people residing in Urban areas or danger areas organized themselves into community association and they, through an originator, they contract a loan with us and they are the dwellers of these areas which they are willing to buy and wherein the owners are willing to sell, and through that agreement a loan is filed with us and through the originator, they take out the loan after complying all the requirements of the corporation.

(TSN, 23 March 2000, pp. 08-11)

Q. You mentioned about the originator. In the case of Rosal Homeowners Association, who is the originator?

A. The originator of Rosal Homeowners Association is Bacolod Housing Authority.

Q. And the Bacolod Housing Authority is connected with the City Government?

(TSN, 23 March 2000, pp. 13-14)

Q. As far as the Rosal Homeowners is concerned what is now the status in relation to the program of the corporation?

A. The association is a legitimate association who is now amortizing their loans with us.

(TSN, 23 March 2000, p. 17)

COURT

What do the individual applicants for housing come in?

WITNESS

Actually, as members of the association.

COURT

Just the individual member.

WITNESS

As individual member, they have to maintain their membership or their legitimacy or their obedience of the rules of the association or to become the direct beneficiaries but as of now, they have the assigned lots. Although this is temporary but if they prove that they can pay the lot up to the end of the term, it will be awarded to each of them.

COURT

The court understands that they are not co-makers of the promissory notes for the loan with the association?

WITNESS

They have individual loan purchase agreement and promissory notes submitted to us.

(TSN, 23 March 2000, pp. 23-24)

WITNESS

Through our visits and interviews, we knew that there are member-beneficiaries who do not pay their monthly amortization. Some of the reasons are perhaps... ah...some of them, we call them "recalcitrants" who are very... we call them "hard-headed" in paying their amortization.

(TSN, 23 March 2000, pp. 31-32)

ATTY. NIFRAS

Q. As far as the recalcitrants, in the procedure of payment is concerned what can the association do if there are recalcitrant members?

A. If the reason for the low collection deficiency is because of recalcitrants, we have the so called substitution of beneficiaries. Substitution of beneficiaries can only be possible because of three reasons: One, is the default in paying the monthly amortization: one the waiver of the beneficiary because he lost interest in the lot anymore and the loan and the third, is non-compliance or disobedience of the rules and regulation of the association or the community.

(TSN, 23 March 2000, pp. 34-35)

ATTY. NIFRAS

Q. In other words, the association had [been] given the authority to determine the recalcitrants and in a way submit the names to the corporation so that the said recalcitrants can be substituted?

WITNESS

Yes, sir, through the process I mentioned.

ATTY. NIFRAS

Are you aware whether the process was followed by the association

WITNESS

Yes, sir, because they have already submitted the requirements of the corporation.

(TSN, March 23, 2000, pp. 37-38)

ATTY. NIFRAS

In your process with emerging with the community, do you know whether the Bacolod Housing Authority, the originator also participates the same activity as assisting the Rosal Homeowners Association?

WITNESS

Yes. Actually, this is not the only project of the BHA so we required the BHA to improve their collection deficiency, that is why, they campaigned within their association to pay regularly.

ATTY. NIFRAS

Are you aware whether or not the Bacolod Housing Authority also favorably indorsed the action of the Rosal Homeowners Association, as far as, the recalcitrant members are concerned?

WITNESS

I think, Bacolod Housing Authority is aware and even recommends for the substitution in order to improve the collection of the association.

(TSN, 23 March 2000, pp. 46-48)²⁰
[Emphases and underscoring supplied]

On the basis of all the foregoing, the Court finds no error on the part of the CA to warrant the reversal or modification of the assailed decision.

WHEREFORE, the petition is DENIED.

SO ORDERED.

JOSE CATRAL MENDOZA
Associate Justice

²⁰ Id. at 179-182.

WE CONCUR:

PRESBITERO J. VELASCO, JR.

Associate Justice
Chairperson

Teresita Leonardo de Castro
TERESITA J. LEONARDO-DE CASTRO

Associate Justice

Diosdado M. Peralta
DIOSDADO M. PERALTA

Associate Justice

Roberto A. Abad
ROBERTO A. ABAD

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
MARIA LOURDES P. A. SERENO

Chief Justice