



Republic of the Philippines  
**Supreme Court**  
Baguio City

**SPECIAL SECOND DIVISION**

**PAGLAUM MANAGEMENT &  
DEVELOPMENT CORP. and  
HEALTH MARKETING  
TECHNOLOGIES, INC.,**

Petitioners,

- versus -

**UNION BANK OF THE  
PHILIPPINES, NOTARY  
PUBLIC JOHN DOE, and  
REGISTER OF DEEDS of Cebu  
City and Cebu Province,**

Respondents,

**G. R. No. 179018**

Present:

SERENO, CJ,  
CARPIO, Chairperson,  
BRION,  
PEREZ, and  
REYES, JJ.

Promulgated:

APR 17 2013

*Handwritten signature*

**J. KING & SONS CO., INC.,**

Intervenor.

X -----X

**RESOLUTION**

**SERENO, CJ:**

Union Bank filed this Motion for Reconsideration from our Decision<sup>1</sup> dated 18 June 2012. For the first time, it raises three new arguments. First, it states that the 11 December 1998 Restructuring Agreement is null and void, because the condition precedent – that the borrower should not be in default – was not complied with. Thus, the nullity of the agreement revived the Real Estate Mortgages, which have a different venue stipulation.<sup>2</sup> Second, assuming *arguendo* that the Restructuring Agreement is enforceable, it was only between HealthTech and Union Bank. PAGLAUM was a party only to the Real Estate Mortgages dated 11 February 1994 and 22 April 1998, and not to the Restructuring Agreement. Therefore, the

<sup>1</sup> *Rollo*, pp. 412-421.

<sup>2</sup> *Id.* at 423-427.

venue insofar as it is concerned is exclusively in Cebu City pursuant to the venue stipulation in the mortgage contracts.<sup>3</sup> Third, the Complaint being an *accion reivindicatoria*, the assessed value of the real property as stated therein determines which court has exclusive jurisdiction over the case. Hence, as the Complaint does not show on its face the assessed value of the parcels of land, the Regional Trial Court's (RTC's) assumption of jurisdiction over the case was without basis.<sup>4</sup>

Union Bank also reiterates its argument in its Comment<sup>5</sup> that the Restructuring Agreement is entirely separate and distinct from the Real Estate Mortgages. Accordingly, since the Complaint relate exclusively to the mortgaged properties, the venue stipulation in the Real Estate Mortgages should apply.<sup>6</sup>

We deny the Motion for Reconsideration.

Issues raised for the first time in a motion for reconsideration before this Court are deemed waived, because these should have been brought up at the first opportunity.<sup>7</sup> Nevertheless, there is no cogent reason to warrant a reconsideration or modification of our 18 June 2012 Decision.

Union Bank raises three new issues that require a factual determination that is not within the province of this Court.<sup>8</sup> These questions can be brought to and resolved by the RTC as it is the proper avenue in which to raise factual issues and to present evidence in support of these claims.

Anent Union Bank's last contention, there is no need for the Court to discuss and revisit the issue, being a mere rehash of what we have already resolved in our Decision.

**WHEREFORE**, in view of the foregoing, we **DENY** the Motion for Reconsideration with **FINALITY**.

**SO ORDERED.**

  
**MARIA LOURDES P. A. SERENO**  
Chief Justice

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<sup>3</sup> Id. at 427-429.

<sup>4</sup> Id. at 429-431.


<sup>5</sup> Id. at 260-268.

<sup>6</sup> Id. at 431-436.

<sup>7</sup> *Ortigas and Company Ltd. v. Velasco*, 324 Phil. 483 (1996).

<sup>8</sup> *Republic v. Heirs of Julio Ramos*, G.R. No. 169481, 22 February 2010, 613 SCRA 314.

WE CONCUR:



**ANTONIO T. CARPIO**

Associate Justice

Chairperson



**ARTURO D. BRION**

Associate Justice



**JOSE PORTUGAL PEREZ**

Associate Justice



**BIENVENIDO L. REYES**

Associate Justice

### CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Resolution 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