



Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

**SPOUSES RICARDO AND ELENA
 GOLEZ,**

Petitioners,

G.R. No. 192532

Present:

SERENO, C.J.,
Chairperson,
 LEONARDO-DE CASTRO,
 BERSAMIN,
 VILLARAMA, JR., and
 REYES, JJ.

- versus -

**SPOUSES CARLOS AND AMELITA
 NAVARRO,**

Respondents.

Promulgated:

JAN 30 2013

X-----X

DECISION

REYES, J.:

This is a petition for review on *certiorari* under Rule 45 of the Rules of Court, seeking to set aside the Orders dated December 21, 2009¹ and May 17, 2010² of the Regional Trial Court (RTC) of Molave, Zamboanga del Sur, Branch 23.

The facts are as follows:

¹ Rollo, pp. 94-97.
² Id. at 110-112.

On October 5, 1993, Spouses Ricardo and Elena Golez (herein petitioners), entered into a written agreement³ with respondent Amelita Navarro (Amelita), a real estate dealer, appointing her as their exclusive agent in the sale of their property in Molave, Zamboanga del Sur, which has an area of 1,100 square meters, more or less, and worth six hundred thousand pesos (₱600,000.00). They likewise agreed that if the price of the sale exceeds ₱600,000.00, Amelita will be given a commission equivalent to 90% of the amount in excess thereof.

Amelita found an interested buyer, the Church of Jesus Christ of Latter Day Saints (Mormons). No sale between them, however, transpired because they couldn't agree on the selling price of ₱1,200,000.00.⁴ Upon knowing this fact, the petitioners took over and continued negotiations with the Mormons' representatives in Manila.

On November 9, 1994, the petitioners successfully sold their property to the Mormons for the amount of ₱800,000.00. The sale included other lots owned by the petitioners and the total purchase price amounted to ₱1,300,000.00. Amelita was neither notified of the sale nor was she given any commission.⁵ Hence, upon discovery of the transaction, she asserted her right to be paid her commission but the petitioners sternly refused. Because of this, Amelita brought the matter to the Office of the *Barangay* Captain of Molave. However, no amicable settlement took place between her and the petitioners.

On March 7, 1995, Amelita, together with her husband Carlos, (herein respondents) instituted a complaint⁶ for collection of sum of money, breach of contract and damages against the petitioners with the RTC of Molave, Zamboanga del Sur, Branch 23. The petitioners filed their Answer,⁷ denying any liability. Thereafter, trial on the merits ensued.

In its Decision⁸ dated October 28, 1998, the RTC ruled in favor of the respondents. The dispositive portion of the RTC Decision provides:

WHEREFORE, judgment is hereby entered in favor of the plaintiffs and against the defendants –

1. Declaring the plaintiff to be entitled to commission on all of the sale of the lands of the defendants to the Mormons Church brought

³ Id. at 29.

⁴ Id. at 23-24.

⁵ Id. at 43.

⁶ Id. at 22-28.

⁷ Id. at 34-38.

⁸ Id. at 40-52.

about by reasons (sic) of the efforts and labors of the plaintiffs, being the efficient procuring cause thereof;

2. Ordering the defendants to pay, jointly and severally, the following sum to the plaintiffs;

a. As agent's commission earned – ₱280,000.00, the unpaid sum of which to earn interest at the rate of 12% per annum from the sale of defendants' property to the Mormons Church on November 9, 1994 until the same is fully paid to the plaintiffs;

b. As moral damages - ₱50,000.00;

c. As Attorney's fees - ₱90,000.00;

3. To pay the cost[s] of this action.

4. Ordering a writ of attachment to issue against the estate of the defendants, real and personal, to secure the payment of the judgment sum, without need of any bond to be filed by the plaintiffs.

SO ORDERED.⁹

On appeal, the Court of Appeals (CA), in its Decision¹⁰ dated September 29, 2006, affirmed with modifications the RTC Decision. The dispositive portion of the CA Decision provides:

WHEREFORE, premises considered, the assailed decision is hereby MODIFIED as follows:

(1) Declaring Amelita Navarro to be entitled to the commission on the sale of appellants' properties subject of the contract of agency;

(2) Ordering appellants to pay, jointly and severally, to appellees the amount of one hundred eighty thousand pesos (**Php180,000.00**) representing the commission for the sale of appellants' properties subject of the contract of agency; and

(3) Deleting the award of moral damages and attorney's fees.

In its other aspects, the appealed decision shall remain undisturbed.

SO ORDERED.¹¹ (Emphasis ours)

⁹ Id. at 51-52.

¹⁰ Penned by Associate Justice Ricardo R. Rosario, with Associate Justices Romilo V. Borja and Mario V. Lopez, concurring; id. at 54-71.

¹¹ Id. at 70-71.

The petitioners elevated the matter to the Court *via* petition for review on *certiorari*, docketed as G.R. No. 178648.¹² The Court in its Resolution¹³ dated September 22, 2008, denied the petition for “failure of petitioners to sufficiently show that the [CA] committed any reversible error in the challenged decision and resolution as to warrant the exercise of the Court’s discretionary appellate jurisdiction. Besides, the issues raised [in the said petition] are [merely] factual in nature.”¹⁴ The motion for reconsideration thereof was likewise denied with finality on February 23, 2009;¹⁵ thus the resolution of the Court became final and executory.

Consequently, the respondents filed a Motion for the Issuance of the Writ of Execution¹⁶ with the RTC, which was granted in an Order¹⁷ dated May 22, 2009. Accordingly, the Clerk of Court and *Ex-Officio* Sheriff issued a Writ of Execution¹⁸ dated June 17, 2009, *viz*:

NOW, THEREFORE, you are hereby commanded to cause the execution of the DECISION of the Honorable Court of Appeals, Twenty Second Division, Cagayan de Oro City promulgated on September 29, 2006 which modify the DECISION of this Honorable Court dated October 28, 1998 and to demand from obligors SPOUSES RICARDO and ELENA GOLEZ the immediate payment in full of the sum of **ONE HUNDRED EIGHTY THOUSAND PESOS (PhP180,000.00), Philippine Currency**, together with your lawful fees for the service of this writ of execution, which SPOUSES CARLOS and AMELITA NAVARRO, as judgment obligees, recovered in this case against judgment obligors SPOUSES RICARDO and ELENA GOLEZ, and to tender the same to said judgment obligees SPOUSES CARLOS and AMELITA NAVARRO and return this writ, with the lawful fees, to this Court within thirty (30) days from the date of receipt hereof with your proceedings endorsed thereon.¹⁹ (Emphasis ours)

Thereafter, the respondents filed a Motion for the Judicial Determination of the Mon[e]tary Awards subject for Execution and for the Issuance of an *Alias* Writ of Execution²⁰ alleging that:

1. The Plaintiffs’ counsel received the copy of the “Sheriff’s Return on Writ of Execution” dated 22 July 2009 when he went to the Sheriff’s Office upon the latter’s request relative to the defendants’ offer to pay under a “proposed scheme” and thereat was handed by the Sheriff with the copy of the aforesaid return incorporating the aforesaid “proposed scheme” in the afternoon of 22 July 2009;

¹² Entitled “*Spouses Ricardo and Elena Golez v. Spouses Carlos and Amelita Navarro.*”

¹³ *Rollo*, p. 72.

¹⁴ *Id.*

¹⁵ *Id.* at 82 and 100.

¹⁶ *Id.* at 74-77.

¹⁷ *Id.* at 79.

¹⁸ *Id.* at 81-83.

¹⁹ *Id.* at 83.

²⁰ *Id.* at 85-87.

2. That upon receipt of the aforesaid matter, for the first time, the undersigned learned of the fact that the amount incorporated in the writ subject for execution, i.e., in the sum of only **[P]180,000.00**, is not only substantially deficient, but likewise contrary to Decision of this Honorable Court, duly affirmed by the Court of Appeals and finally confirmed by the court of last resort, i.e., the Honorable Supreme Court;

3. That the aforesaid deficiency and inconsistency consists of the inadvertence committed by the Honorable Clerk of Court, with all due respect, to incorporate in the issued “Writ of Execution”, the amount representing the **“interest at the rate of 12% percent per annum”**, computed **“from the sale of defendants’ property to the Mormons Church on November 9, 1994, until the agent’s commission in the modified** (as modified by the Court of Appeals) **sum of [P]180,000.00 shall be fully paid to the plaintiffs”**;

4. That it is indubitable to behold, that Plaintiffs’ determined and persistent endeavors in coming to equity and fighting thru the intricacies in the trial of the case, has lasted for almost fifteen (15) long years, touching the conscience of the Honorable Court of Appeals and ultimately terminated with the final confirmation of the court of last resort. Such religious endeavors is a clear ‘indicia’ of plaintiffs’ high respect to the law and high esteem and confidence to our system of justice. Certainly, such extraordinary disposition is not only commendable, but likewise worthy to be extolled; and such matter definitely justifies, among others, the legitimate and just basis of an award equivalent to “twelve percent (12%) per annum” as incorporated in the “Decision” of this Honor[ab]le Court; and which, if computed, would result to the total sum of **[P]324,000.00**, adjudged upon the defendants, among others, to pay unto the plaintiffs[;]

5. That certainly, the said award (12% per annum) has never been touched by the Honorable Court of Appeals in the body, as well as in the dispositive portion of its “Modified Decision” because such matter **was not raised by the defendants as among the issues in their appeal**, as such, the same should never be interpreted to be covered or included in the modification of the decision, or accorded with an implication as having been abrogated, by the Court of Appeals, least, such interpretation would revolutionize the standard and basic rules in “Statutory Construction”[;]

6. That this motion is never endowed with a minute intention whatsoever, to alter, modify or amend the final and executory judgment of this Honorable Court, but is exclusively designed to assist and in anyway guide the Honorable Court in the correct and complete implementation of its decision which has withstood the crucible test in determining its rectitude.²¹

The petitioners opposed the motion stating that the same was a mere scrap of paper for violating the 3-day notice rule. Nonetheless, the petitioners asserted that the writ of execution was in consonance with the CA decision which expressly and categorically modified the Decision dated October 28, 1998 of the RTC. Therein, the CA directed the petitioners to

²¹ Id. at 85-86.

pay to the respondents the sum of ₱180,000.00 representing their commission from the sale of the petitioners' properties. The respondents never questioned this modified amount which did not mention anything about the payment of 12% interest from the date of sale; thus, they are bound by the tenor of the CA decision.²²

Acting on the motion, the RTC issued the assailed Order²³ dated December 21, 2009, explicitly providing for the amount of ₱504,000.00 as the total monetary award, computed as follows:

[₱]180,000.00-----representing the plaintiff's commission as modified by the [C]ourt of Appeals

[₱]324,000.00-----representing the interest of the unpaid commission at the rate of 12 percent per annum computed from the sale of defendant's property to the Mormons Church on November 9, 1994 until fully paid ([₱]180,000.00 x 12% = [₱]21,600.00 x 15 years = [₱]324,000.00)²⁴

The *fallo* thus reads:

WHEREFORE, finding the **MOTION FOR ISSUANCE OF ALIAS WRIT OF EXECUTION** being ministerial on the part of this Court, the Decision having become final and executory and in accordance with the Decision of the Court of Appeals in relation to the other aspects of the Decision of this Court, the same is **GRANTED**. Let an **ALIAS WRIT OF EXECUTION** be issued ordering the defendants to pay the plaintiffs the total amount of **Five Hundred Four Thousand Pesos (₱504,000.00)**.

Let also a **WRIT OF ATTACHMENT** be issued against the estate of the defendants, real or personal, to secure the payment of the judgment sum.

SO ORDERED.²⁵

Accordingly, the Clerk of Court and *Ex-Officio Sheriff* issued the subject *Alias Writ of Execution*,²⁶ which states:

NOW, THEREFORE, you are hereby commanded to cause the execution of the DECISION of the Honorable Court of Appeals, Twenty Second Division, Cagayan de Oro City promulgated on **September 29**,

²² Id. at 92.

²³ Id. at 94-97.

²⁴ Id. at 84.

²⁵ Id. at 97.

²⁶ Id. at 99-102.

2006 in relation to the other aspects of the **DECISION** of this Honorable Court dated **October 28, 1998** and to demand from obligors **SPOUSES RICARDO and ELENA GOLEZ the immediate payment in full of the sum of FIVE HUNDRED FOUR THOUSAND PESOS (₱504,000.00), Philippine Currency**, together with your lawful fees for the service of this writ of execution, which SPOUSES CARLOS and AMELITA NAVARRO, as judgment obligees, recovered in this case against judgment obligors SPOUSES RICARDO and ELENA GOLEZ, and to tender the same to said judgment obligees SPOUSES CARLOS and AMELITA NAVARRO and return this writ, with the lawful fees, to this Court within thirty (30) days from the date of receipt hereof with your proceedings endorsed thereon.²⁷ (Emphasis ours)

The petitioners moved for reconsideration,²⁸ mainly contending that the terms of the order and the *alias* writ of execution “varied the law of the case” and awarded more than what the CA’s judgment decreed.

In the assailed **Order**²⁹ **dated May 17, 2010**, the RTC denied the petitioners’ motion, *viz*:

It appears that the intent of the Court of Appeals is not to disturb the second portion, which reads: “The unpaid sum of which interest of 12% per annum form (sic) the sale of the defendants’ property to the Mormons Church on November 9, 1994 until the same is fully paid to the plaintiffs”. Otherwise, the Court of Appeals would have clearly stated without interest or deleting the interest of 12% per annum from the earned commission.³⁰

Hence, this petition based on the lone ground that:

THE TRIAL COURT COMMITTED GRAVE AND SERIOUS ERROR WHEN IT ORDERED THE PAYMENT OF INTEREST FROM DATE OF SALE WHEN NONE IS SO DECREED IN THE MODIFIED DECISION OF THE HONORABLE COURT OF APPEALS, THEREBY WARRANTING THE EXERCISE OF THIS HONORABLE COURT’S POWER OF SUPERVISION OVER LOWER COURTS.³¹

The petitioners contend that the order of execution issued by the RTC does not conform to the terms of the dispositive portion of the CA decision, hence, invalid. The imposition of a 12% interest on the award from the sale of defendants’ property to the Mormons Church on November 9, 1994 until the same is fully paid to the plaintiffs is not ordered in the CA judgment and the RTC committed an error in including it in its order.

²⁷ Id. at 101.

²⁸ Id. at 103-109.

²⁹ Id. at 110-112.

³⁰ Id. at 112.

³¹ Id. at 11.

The respondents, on the other hand, call for the dismissal of the petition on the grounds that the petition is “an ‘erroneous remedy’, the filing of which is ‘out-of-context’” and that its filing is “indubitably a ‘subterfuge’, contrary to public policy and sound practice, and contemptuous in character.”³²

The main issue in this case is whether the assailed order of execution dated December 21, 2009 and *alias* writ of execution dated May 17, 2010 varied the terms of the final and executory CA Decision dated September 29, 2006. Prior to resolving this issue, however, the Court shall first address the respondents’ procedural objection.

The petition filed in this case is one for review on *certiorari* under Rule 45 of the Rules of Court. Petitions filed under this rule bring up for review errors of judgment. It is an ordinary appeal and the petition must only raise questions of law which must be distinctly set forth and discussed.³³ The present petition, however, assails the RTC order of execution dated December 21, 2009 and *alias* writ of execution dated May 17, 2010. It is a settled rule that orders granting execution are interlocutory orders;³⁴ hence, the petitioners should have filed a petition for *certiorari* under Rule 65. This is categorically provided in Rule 41, *viz*:

Section 1. *Subject of appeal.* – An appeal may be taken from a judgment or final order that completely disposes of the case, or of a particular matter therein when declared by these Rules to be appealable.

No appeal may be taken from:

x x x x

(f) An order of execution;

x x x x

In all the above instances where the judgment or final order is not appealable, **the aggrieved party may file an appropriate special civil action under Rule 65.** (Emphasis ours)

³² Id. at 123.

³³ *Agrarian Reform Beneficiaries Association (ARBA) v. Nicolas*, G.R. No. 168394, October 6, 2008, 567 SCRA 540, 550.

³⁴ *Bank of the Philippine Islands v. Lee*, G.R. No. 190144, August 1, 2012; *Bermudo v. Tayag-Roxas*, G.R. No. 172879, February 2, 2011, 641 SCRA 423, 427; *Diamond Builders Conglomeration v. Country Bankers Insurance Corporation*, G.R. No. 171820, December 13, 2007, 540 SCRA 194, 211; *Siy v. NLRC*, 505 Phil. 265, 275 (2005).

Nevertheless, there are exceptions to this rule, one of which is when the writ of execution varies the judgment.³⁵ Thus, in *Shugo Noda & Co., Ltd. v. Court of Appeals*,³⁶ the Court acknowledged that, in the past, it considered an appeal to be a proper remedy when it is perceived that the order varies, or may not be in consonance with, the essence of the judgment. In such case, considerations of justice and equity dictate that there be some remedy available to the aggrieved party.³⁷ Likewise, the Court, in the interest of equity or when justice demands, may interchangeably treat an appeal as a petition for *certiorari* under Rule 65 of the Revised Rules of Court, and vice versa.³⁸

In the present case, the Court finds meritorious grounds to admit the petition and absolve the petitioners from their procedural lapse.

It is undisputed that the CA Decision dated September 29, 2006 is already final and executory. As a rule, once a judgment becomes final and executory, all that remains is the execution of the decision which is a matter of right. The prevailing party is entitled to a writ of execution, the issuance of which is the trial court's ministerial duty.³⁹ The writ of execution, however, must conform substantially to every essential particular of the judgment promulgated. **It must conform, more particularly, to that ordained or decreed in the dispositive portion of the decision.**⁴⁰

The dispute in this case revolves around the order of execution issued by the RTC, which commanded the Clerk of Court and *Ex-Officio* Sheriff to issue an *alias* writ of execution ordering the defendants to pay the plaintiffs the total amount of ₱504,000.00. In so ordering, it was the belief of the RTC that the monetary award included the 12% *per annum* interest originally provided in its decision. This is, however, in direct variance with the dispositive portion of the CA Decision, which merely provided for the award of a commission in the amount of ₱180,000.00 without any provision on the imposition of an interest, thus:

³⁵ *Philippine Amusement and Gaming Corporation (PAGCOR) v. Aumentado, Jr.*, G.R. No. 173634, July 22, 2010, 625 SCRA 241, 248, citing *Philippine Economic Zone Authority (PEZA) v. Judge Borreta*, 519 Phil. 637, 643 (2006).

Other exceptions include: (1) There has been a change in the situation of the parties making execution inequitable or unjust; (2) Execution is sought to be enforced against property exempt from execution; (3) It appears that the controversy has been submitted to the judgment of the court; (4) The terms of the judgment are not clear enough and there remains room for interpretation thereof; or (5) It appears that the writ of execution has been improvidently issued, or that it is defective in substance, or issued against the wrong party, or that the judgment debt has been paid or otherwise satisfied, or the writ issued without authority.

³⁶ G.R. No. 107404, March 30, 1994, 231 SCRA 620.

³⁷ Id. at 625-626.

³⁸ Id. at 626.

³⁹ *Anama v. Court of Appeals*, G.R. No. 187021, January 25, 2012, 664 SCRA 293, 303.

⁴⁰ *Solidbank Corp. v. Court of Appeals*, 428 Phil. 949, 957-958 (2002), citing *Government Service Insurance System v. Court of Appeals*, G.R. No. 103590, January 29, 1993, 218 SCRA 233, 250.

(2) Ordering appellants to pay, jointly and severally, to appellees the amount of one hundred eighty thousand pesos (Php180,000.00) representing the commission for the sale of appellants' properties subject of the contract of agency; x x x⁴¹

The dispositive portion is clear. What was merely ordered by the CA was the payment of ₱180,000.00, nothing more. The portion “[i]n its other aspects, the appealed decision shall remain undisturbed”⁴² pertains to those sections that were not disturbed or modified by the CA, that is, payment of the costs of action and the issuance of a writ of attachment against the estate of the petitioners. It cannot be construed to extend to the award of ₱180,000.00. If the CA intended that there should be a 12% *per annum* interest to be imposed on the principal sum of ₱180,000.00, “from the date of sale until fully paid,” it could have done so in plain and specific terms. But it did not. In *Solidbank Corp. v. Court of Appeals*,⁴³ the Court ruled:

Petitioner was not ordered to pay interest on the amount it was to hold and deliver to Valencia or to pay attorney's fees. The trial court cannot, therefore, without committing grave abuse of discretion, direct the petitioner to pay interest and attorney's fees. To do so would be to vary the tenor of the judgment against the latter and increase its liability, thereby rendering nugatory the above *proviso*. Such imposition would mean, as in this case, the delivery of money to Valencia in excess of that belonging to QRSI which the petitioner has been retaining. It is a settled general principle that a writ of execution must conform substantially to every essential particular of the judgment promulgated. Execution not in harmony with the judgment is bereft of validity. It must conform, more particularly, to that ordained or decreed in the dispositive portion of the decision.⁴⁴

Clearly, the RTC exceeded its authority when it insisted on applying its own construal of the dispositive portion of the CA Decision when its terms are explicit and need no further interpretation. It would also be inequitable for the petitioners to pay and for the respondents, who did not appeal the CA decision or questioned the deletion of the 12% *per annum* interest, to receive more than what was awarded by the CA. The assailed RTC order of execution dated December 21, 2009 and the *alias* writ of execution dated May 17, 2010 are, therefore, void. Time and again, it has been ruled that an order of execution which varies the tenor of the judgment, or for that matter, exceeds the terms thereof is a nullity.⁴⁵

⁴¹ *Rollo*, p. 70.

⁴² *Id.* at 71.

⁴³ *Supra* note 40.

⁴⁴ *Id.* at 960, citing *Government Service Insurance System v. Court of Appeals*, *supra* note 40.

⁴⁵ *General Milling Corporation-Independent Labor Union (GMC-ILU) v. General Milling Corporation*, G.R. Nos. 183122 and 183889, June 15, 2011, 652 SCRA 235, 253.

Having said that, it must however be clarified that the imposition of 12% interest is still warranted in the case at bar, not from the date of sale on November 9, 1994, as the respondents insist; but **from the finality of the decision up to the satisfaction of judgment** in line with the doctrine laid down in *Eastern Shipping Lines, Inc. v. Court of Appeals*.⁴⁶ The records disclose that the September 29, 2006 Decision of the CA modifying that of the RTC became final and executory when this Court affirmed the same in G.R. No. 178648 and denied with finality the motion for reconsideration thereof in the Resolution dated February 28, 2009. The Court notes that the petitioners also concede that the payment of 12% interest from the finality of judgment is in order pursuant to *Eastern Shippings Lines, Inc.* where the Court held that:

“When an obligation, not constituting a loan or forbearance of money, is breached, an interest on the amount of damages awarded may be imposed at the discretion of the court at the rate of 6% per annum. No interest, however, shall be adjudged on unliquidated claims or damages except when or until the demand can be established with reasonable certainty. Accordingly, where the demand is established with reasonable certainty, the interest shall begin to run from the time the claim is made judicially or extrajudicially (Art. 1169, Civil Code) but when such certainty cannot be so reasonably established at the time the demand is made, the interest shall begin to run only from the date the judgment of the court is made (at which time the quantification of damages may be deemed to have been reasonably ascertained). The actual base for the computation of legal interest shall, in any case, be on the amount finally adjudged.

When the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest, whether the case falls under paragraph 1 or paragraph 2, above, shall be **12% per annum from such finality until its satisfaction**, this interim period being deemed to be by then an equivalent to a forbearance of credit.”⁴⁷ (Emphasis supplied)

WHEREFORE, the petition is **GRANTED**. The order of execution dated December 21, 2009 and the *alias* writ of execution dated May 17, 2010 issued by the Clerk of Court and *Ex-Officio* Sheriff of the Regional Trial Court of Molave, Zamboanga del Sur, Branch 23, are **NULLIFIED** and **SET ASIDE**.

The Clerk of Court and *Ex-Officio* Sheriff of the Regional Trial Court of Molave, Zamboanga del Sur, Branch 23, is hereby **ORDERED** to issue an *alias* writ of execution ordering Spouses Ricardo and Elena Golez to pay, jointly and severally, to Spouses Carlos and Amelita Navarro the amount of one hundred eighty thousand pesos (**₱180,000.00**) representing the

⁴⁶ G.R. No. 97412, July 12, 1994, 234 SCRA 78.

⁴⁷ *Rollo*, p. 92.

commission for the sale of appellants' properties subject of the contract of agency with 12% interest from finality of judgment on February 28, 2009 until fully paid.

SO ORDERED.



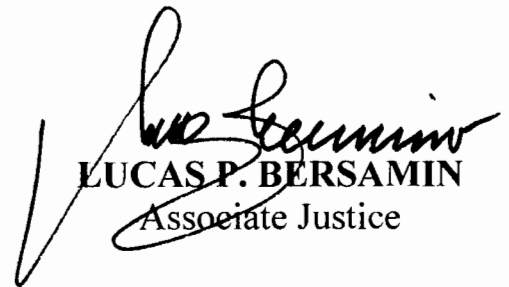
BIENVENIDO L. REYES
Associate Justice

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

