Republic of the Philippines
Supreme Court
Manila

**SPECIAL THIRD DIVISION**

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| **EAGLERIDGE DEVELOPMENT CORPORATION, MARCELO N. NAVAL and CRISPIN I. OBEN,** Petitioners, | **G.R. No. 204700** Present: |
| -versus- | VELASCO, JR., *J., Chairperson,* PERALTA, MENDOZA, LEONEN, and JARDELEZA, *JJ.* |
| **CAMERON GRANVILLE 3 ASSET MANAGEMENT, INC.,** Respondent. | **Promulgated:** **November 24, 2014** |

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**RESOLUTION**

**LEONEN, *J.*:**

For resolution is respondent Cameron Granville 3 Asset Management, Inc.'s motion for reconsideration[1] of our April 10, 2013 decision,[2] which reversed and set aside the Court of Appeals' resolutions[3] and ordered respondent to produce the Loan Sale and Purchase Agreement (LSPA) dated April 7, 2006, including its annexes and/or attachments, if any, in order that petitioners may inspect or photocopy the same.

Petitioners Eagleridge Development Corporation, Marcelo N. Naval, and Crispin I. Oben filed on June 7, 2013 their motion to admit attached

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1 *Rollo*, pp. 366–382. The motion for reconsideration was filed on May 16, 2013.
2 Id. at 315–320.
3 Id. at 59 and 61–65.

opposition.[4] Subsequently, respondent filed its reply[5] and petitioners their motion to admit attached rejoinder.[6]

The motion for reconsideration raises the following points:

(1) The motion for production was filed out of time;[7]
(2) The production of the LSPA would violate the parol evidence rule; and[8]
(3) The LSPA is a privileged and confidential document.[9]

Respondent asserts that there was no "insistent refusal" on its part to present the LSPA, but that petitioners filed their motion for production way out of time, even beyond the protracted pre-trial period from September 2005 to 2011.[10] Hence, petitioners had no one to blame but themselves when the trial court denied their motion as it was filed only during the trial proper.[11]

Respondent further submits that "Article 1634 [of the] Civil Code had been inappropriately cited by [p]etitioners"[12] inasmuch as it is Republic Act No. 9182 (Special Purpose Vehicle Act) that is applicable.[13] Nonetheless, even assuming that Article 1634 is applicable, respondent argued that petitioners are: 1) still liable to pay the whole of petitioner Eagleridge Development Corporation's (EDC) loan obligation, i.e., □10,232,998.00 exclusive of interests and/or damages;[14] and 2) seven (7) years late in extinguishing petitioner EDC's loan obligation because pursuant to Article 1634, they should have exercised their right of extinguishment within 30 days from the substitution of Export and Industry Bank or EIB (the original creditor) by respondent in December 2006.[15] According to respondent, the trial court order "granting the substitution constituted sufficient judicial demand as contemplated under Article 1634."[16]

Also, maintaining that the LSPA is immaterial or irrelevant to the case, respondent contends that the "[o]rder of substitution settled the issue of [respondent's] standing before the [c]ourt and its right to fill in the shoes of

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4 Id. at 405–430.
5 Id. at 385–390.
6 Id. at 393–403. The court received the motion on July 9, 2013.
7 Id. at 369.
8 Id. at 376.
9 Id. at 378.
10 Id. at 368.
11 Id. at 369.
12 Id. at 371.
13 Id.
14 Id.
15 Id. at 372–373.
16 Id. at 372.

[EIB].”[17] It argues that the production of the LSPA will neither prevent respondent from pursuing its claim of □10,232,998.00, exclusive of interests and penalties, from petitioner EDC, nor write off petitioner EDC’s liability to respondent.[18] The primordial issue of whether petitioners owe respondent a sum of money via the deed of assignment can allegedly “be readily resolved by application of Civil Code provisions and/or applicable jurisprudence and not by the production/inspection of the LSPA[.]”[19] Respondent also argues that “a consideration is not always a requisite [in assignment of credits, and] an assignee may maintain an action based on his title and it is immaterial whether or not he paid any consideration [therefor][.]”[20]

Respondent also contends that: (1) the production of the LSPA will violate the parol evidence rule[21] under Rule 130, Section 9 of the Rules of Court; (2) the LSPA is a privileged/confidential bank document;[22] and (3) under the Special Purpose Vehicle Act, “the only obligation of both the assignor (bank) and the assignee (the SPV; respondent Cameron) is to give notice to the debtor (Eagleridge, Naval, and Oben) that its account has been assigned/transferred to a special purpose vehicle (Sec. 12, R.A. 9182) [and] [i]t does not require of the special purpose vehicle or the bank to disclose all financial documents included in the assignment/sale/transfer[.]”[23]

Finally, respondent points out that the deed of assignment is a contested document. “Fair play would be violated if the LSPA is produced without [p]etitioners acknowledging that respondent Cameron Granville 3 Asset Management, Inc. is the real party-in-interest because petitioners . . . would [thereafter] use . . . the contents of a document (LSPA) to its benefit while at the same time”[24] refuting the integrity of the deed and the legal personality of respondent to sue petitioners.[25]

For their part, petitioners counter that their motion for production was not filed out of time, and “[t]here is no proscription, under Rule 27 or any provision of the Rules of Court, from filing motions for production, beyond the pre-trial.”[26]

Further, assuming that there was a valid transfer of the loan obligation of petitioner EDC, Article 1634 is applicable and, therefore, petitioners must be informed of the actual transfer price, which information may only be

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17 Id. at 375.
18 Id.
19 Id.
20 Id.
21 Id. at 376.
22 Id. at 378.
23 Id.
24 Id. at 379.
25 Id.
26 Id. at 416.

supplied by the LSPA.[27] Petitioners argue that the substitution of respondent in the case *a quo* was "not sufficient 'demand' as contemplated under Article 1634 of the Civil Code inasmuch as respondent Cameron failed . . . to inform petitioner EDC of the price it paid for the [transfer of the] loan obligation,"[28] which made it "impossible for petitioners to reimburse what was paid for the acquisition of the . . . loan obligation [of EDC]."[29] Additionally, petitioners contend that respondent was not a party to the deed of assignment, but *Cameron Granville Asset Management (SPV-AMC), Inc.*, hence, "as [to] the actual parties to the Deed of Assignment are concerned, no such demand has yet been made."[30]

Petitioners add that the amount of their liability to respondent is one of the factual issues to be resolved as stated in the November 21, 2011 pre-trial order of the Regional Trial Court, which makes the LSPA clearly relevant and material to the disposition of the case.[31]

Petitioners next argue that the parol evidence rule is not applicable to them because they were not parties to the deed of assignment, and "they cannot be prevented from seeking evidence to determine the complete terms of the Deed of Assignment."[32] Besides, the deed of assignment made express reference to the LSPA, hence, the latter cannot be considered as extrinsic to it.[33]

As to respondent's invocation that the LSPA is privileged/confidential, petitioners counter that "it has not been shown that the parties fall under . . . or, at the very least . . . analogous to [any of the relationships enumerated in Rule 130, Section 124] that would exempt [respondent] from disclosing information as to their transaction."[34]

In reply, respondent argues that "[petitioners] cannot accept and reject the same instrument at the same time."[35] According to respondent, by allegedly "uphold[ing] the truth of the contents as well as the validity of [the] Deed of Assignment [in] seeking the production of the [LSPA],"[36] petitioners could no longer be allowed to impugn the validity of the same deed.[37]

In their rejoinder, petitioners clarified that their consistent position

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27 Id. at 417–418.
28 Id. at 419.
29 Id.
30 Id.
31 Id. at 422.
32 Id. at 424.
33 Id.
34 Id. at 426.
35 Id. at 385.
36 Id. at 386.
37 Id. at 388.

was always to assail the validity of the deed of assignment; that alternatively, they invoked the application of Article 1634 should the court uphold the validity of the transfer of their alleged loan obligation; and that Rule 8, Section 2 of the Rules of Court "permits parties to set forth alternative causes of action or defenses."[38]

We deny the motion for reconsideration.

**Discovery mode of production/inspection of document may be availed of even beyond pre-trial upon a showing of good cause**

The availment of a motion for production, as one of the modes of discovery, is not limited to the pre-trial stage. Rule 27 does not provide for any time frame within which the discovery mode of production or inspection of documents can be utilized. The rule only requires leave of court "upon due application and a showing of due cause."[39] Rule 27, Section 1 of the 1997 Rules of Court, states:

> **SECTION 1.** ***Motion for production or inspection order*** *— Upon motion of any party showing good cause therefor* the court in which an action is pending may (a) order any party to produce and permit the inspection and copying or photographing, by or on behalf of the moving party, of any designated documents, papers, books, accounts, letters, photographs, objects or tangible things, not privileged, which constitute or contain evidence material to any matter involved in the action and which are in his possession, custody or control[.] (Emphasis supplied)

In *Producers Bank of the Philippines v. Court of Appeals,*[40] this court held that since the rules are silent as to the period within which modes of discovery (in that case, written interrogatories) may still be requested, it is necessary to determine: (1) the purpose of discovery; (2) whether, based on the stage of the proceedings and evidence presented thus far, allowing it is proper and would facilitate the disposition of the case; and (3) whether substantial rights of parties would be unduly prejudiced.[41] This court further held that "[t]he use of discovery is encouraged, for it operates with desirable flexibility under the discretionary control of the trial court."[42]

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38 Id. at 399.

39 *Republic v. Sandiganbayan*, G.R. No. 90478, November 21, 1991, 204 SCRA 212, 225 [Per J. Narvasa, En Banc].

40 349 Phil. 310 (1998) [Per J. Romero, Third Division].

41 Id. at 316.

42 Id. at 317.

In *Dasmariñas Garments, Inc. v. Reyes*,[43] this court declared that depositions, as a mode of discovery, "may be taken at any time after the institution of any action [as there is] no prohibition against the taking of depositions after pre-trial."[44] Thus:

> Dasmariñas also contends that the "taking of deposition is a mode of pretrial discovery to be availed of before the action comes to trial." Not so. Depositions may be taken at any time after the institution of any action, whenever necessary or convenient. There is no rule that limits deposition-taking only to the period of pre-trial or before it; no prohibition against the taking of depositions after pre-trial. Indeed, the law authorizes the taking of depositions of witnesses before or after an appeal is taken from the judgment of a Regional Trial Court "to perpetuate their testimony for use in the event of further proceedings in the said court" (Rule 134, Rules of Court), and even during the process of execution of a final and executory judgment (East Asiatic Co. v. C.I.R., 40 SCRA 521, 544).[45]

"The modes of discovery are accorded a broad and liberal treatment."[46] The evident purpose of discovery procedures is "to enable the parties, consistent with recognized privileges, to obtain the fullest possible knowledge of the issues and facts before civil trials"[47] and, thus, facilitating an amicable settlement or expediting the trial of the case.[48]

Technicalities in pleading should be avoided in order to obtain substantial justice. In *Mutuc v. Judge Agloro*,[49] this court directed the bank to give Mutuc a complete statement as to how his debt was computed, and should he be dissatisfied with that statement, pursuant to Rule 27 of the Rules of Court, to allow him to inspect and copy bank records supporting the items in that statement.[50] This was held to be "in consonance with the rules on discovery and the avowed policy of the Rules of Court . . . to require the parties to lay their cards on the table to facilitate a settlement of the case before the trial."[51]

We have determined that the LSPA is relevant and material to the issue on the validity of the deed of assignment raised by petitioners in the court *a*

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43 G.R. No. 108229, August 24, 1993, 225 SCRA 622 [Per C.J. Narvasa, Second Division].

44 Id. at 634.

45 Id.

46 *Solidbank Corporation v. Gateway Electronics Corporation*, 576 Phil. 250, 260 (2008) [Per J. Nachura, Third Division]; *Security Bank Corporation v. Court of Appeals*, 380 Phil. 299, 303 and 309 (2000) [Per J. Panganiban, Third Division]; *Banco Filipino v. Monetary Board,* 226 Phil. 428, 434 (1986) [Per J. Makasiar, En Banc].

47 *Republic v. Sandiganbayan*, G.R. No. 90478, November 21, 1991, 204 SCRA 212, 223 [Per J. Narvasa, En Banc].

48 *Fortune Corporation v. Court of Appeals,* G.R. No. 108119, January 19, 1994, 229 SCRA 355, 367 [Per J. Regalado, Second Division]; *Koh v. Hon. Intermediate Appellate Court,* 228 Phil. 258, 263 (1986) [Per J. Feria, Second Division]; *Ong v. Mazo*, G.R. No. 145542, June 4, 2004, 431 SCRA 56, 64 [Per J. Carpio Morales, Third Division].

49 193 Phil. 60 (1981) [Per J. Aquino, Second Division].

50 Id. at 64.

51 Id. at 63.

*quo,* and allowing its production and inspection by petitioners would be more in keeping with the objectives of the discovery rules. We find no great practical difficulty, and respondent continuously fails to allege any, in presenting the document for inspection and copying of petitioners. On the other hand, to deny petitioners the opportunity to inquire into the LSPA would bar their access to relevant evidence and impair their fundamental right to due process.[52]

**Article 1634 of the New Civil Code is applicable**

Contrary to respondent's stance, Article 1634 of the Civil Code on assignment of credit in litigation is applicable.

Section 13 of the Special Purpose Vehicle Act clearly provides that in the transfer of the non-performing loans to a special purpose vehicle, "the provisions on subrogation and assignment of credits under the New Civil Code shall apply." Thus:

> Sec. 13. *Nature of Transfer*. – All sales or transfers of NPAs to an SPV shall be in the nature of a true sale after proper notice in accordance with the procedures as provided for in Section 12: *Provided,* That GFIs and GOCCs shall be subject to existing law on the disposition of assets: *Provided, further,* That in the transfer of the NPLs, the provisions on subrogation and assignment of credits under the New Civil Code shall apply.

Furthermore, Section 19 of the Special Purpose Vehicle Act expressly states that redemption periods allowed to borrowers under the banking law, the Rules of Court, and/or other laws are applicable. Hence, the right of redemption allowed to a debtor under Article 1634 of the Civil Code is applicable to the case *a quo.*

Accordingly, petitioners may extinguish their debt by paying the assignee-special purpose vehicle the transfer price plus the cost of money up to the time of redemption and the judicial costs.

**Petitioners' right to extinguish their debt has not yet lapsed**

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[52] *Alberto v. Commission on Elections*, 370 Phil. 230, 238 (1999) [Per J. Romero, En Banc].

Petitioners' right to extinguish their debt under Article 1634 on assignment of credits has not yet lapsed. The pertinent provision is reproduced here:

> Art. 1634. When a credit or other incorporeal right in litigation is sold, the debtor shall have a right to extinguish it by reimbursing the assignee for the price the latter paid therefor, the judicial costs incurred by him, and the interest on the price from the day on which the same was paid.
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> A credit or other incorporeal right shall be considered in litigation from the time the complaint concerning the same is answered.
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> The debtor may exercise his right *within thirty days from the date the assignee demands payment* from him. (Emphasis supplied)

Under the last paragraph of Article 1634, the debtor may extinguish his or her debt within 30 days from the date the assignee demands payment. In this case, insofar as the actual parties to the deed of assignment are concerned, no demand has yet been made, and the 30-day period did not begin to run. Indeed, petitioners assailed before the trial court the validity of the deed of assignment on the grounds that it did not comply with the mandatory requirements of the Special Purpose Vehicle Act,[53] and it referred to Cameron Granville Asset Management (SPV-AMC), Inc., as the assignee, and not respondent Cameron Granville 3 Asset Management, Inc.[54]

The law requires that payment should be made only "to the person in whose favor the obligation has been constituted, or his [or her] successor in interest, or any person authorized to receive it."[55] It was held that payment made to a person who is not the creditor, his or her successor-in-interest, or a person who is authorized to receive payment, even through error or good faith, is not effective payment which will bind the creditor or release the debtor from the obligation to pay.[56] Therefore, it was important for petitioners to determine for sure the proper assignee of the EIB credit or who to pay, in order to effectively extinguish their debt.

Moreover, even assuming that respondent is the proper assignee of the EIB credit, petitioners could not exercise their right of extinguishment because they were not informed of the consideration paid for the

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53 *Rollo*, p. 399.

54 Id. at 145. The December 8, 2006 order of the trial court allowed the substitution of Export and Industry Bank by Cameron Granville 3 Asset Management, Inc. "*subject to the presentation of the original copy of the Deed of Assignment on February 20, 2007*[.] [T]his court shall be constrained to dispose this case accordingly in accordance with the provision of Rule 17 of the Revised Rules of Court."

55 CIVIL CODE, art. 1240.

56 *Philippine National Bank v. Court of Appeals*, 326 Phil. 46, 52–53 (1996) [Per J. Romero, Second Division]; *Bank of the Philippine Islands v. Court of Appeals*, G.R. No. 104612, May 10, 1994, 232 SCRA 302, 310–311 [Per J. Davide, Jr., First Division]; *Panganiban v. Cuevas*, 7 Phil. 477, 485 (1907) [Per C.J. Arellano, En Banc].

assignment.[57]

Respondent must, pursuant to Article 1634 of the Civil Code, disclose how much it paid to acquire the EIB credit, so that petitioners could make the corresponding offer to pay, by way of redemption, the same amount in final settlement of their obligation.

Respondent insists that the transfer price of the EIB credit is □10,232,998.00 (the actual amount and value of the credit), and that petitioners should have paid the said amount within 30 days from the December 8, 2006 order of the Regional Trial Court approving its substitution of EIB.[58] Petitioners believe otherwise, and as the deed of assignment was silent on the matter, it becomes necessary to verify the amount of the consideration from the LSPA.

Assuming indeed that respondent acquired the EIB credit for a lesser consideration, it cannot compel petitioners to pay or answer for the entire original EIB credit, or more than what it paid for the assignment.

Under the circumstances of this case, the 30-day period under Article 1634 within which petitioners could exercise their right to extinguish their debt should begin to run only from the time they were informed of the actual price paid by the assignee for the transfer of their debt.

**Parol evidence rule is not applicable**

Claiming further the impropriety of allowing the production of the LSPA, respondent contends that the presentation of the document and its annexes would violate the parol evidence rule in Rule 130, Section 9:

> SEC. 9. *Evidence of written agreements.*—When the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon and there can be, between the parties and their successors in interest, no evidence of such terms other than the contents of the written agreement.
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> However, a party may present evidence to modify, explain or add to the terms of the written agreement if he puts in issue in his pleading:
>
> (a) An intrinsic ambiguity, mistake or imperfection in the written agreement;
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> (b) The failure of the written agreement to express the true intent and agreement of the parties thereto;
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> (c) The validity of the written agreement; or

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57 *Rollo*, p. 128.
58 Id. at 372.

> (d) The existence of other terms agreed to by the parties or their successors in interest after the execution of the written agreement.
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> The term "agreement" includes wills.

We disagree.

The parol evidence rule does not apply to petitioners who are not parties to the deed of assignment and do not base a claim on it.[59] Hence, they cannot be prevented from seeking evidence to determine the complete terms of the deed of assignment.

Even assuming that Rule 130, Section 9 is applicable, an exception to the rule under the second paragraph is when the party puts in issue the validity of the written agreement, as in the case *a quo*.

Besides, what is forbidden under the parol evidence rule is the presentation of oral or extrinsic evidence, not those expressly referred to in the written agreement. "[D]ocuments can be read together when one refers to the other."[60] By the express terms of the deed of assignment, it is clear that the deed of assignment was meant to be read in conjunction with the LSPA.

As we have stated in our decision, Rule 132, Section 17[61] of the Rules of Court allows a party to inquire into the whole of the writing or record when a part of it is given in evidence by the other party. Since the deed of assignment was produced in court by respondent and marked as one of its documentary exhibits, the LSPA which was made a part thereof by explicit reference and which is necessary for its understanding may also be inquired into by petitioners.

**The LSPA is not privileged and confidential in nature**

Respondent's contention that the LSPA is privileged and confidential

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59 *See Lechugas v. Court of Appeals*, 227 Phil. 310, 319 (1986) [Per J. Gutierrez, Jr., Second Division], which held that "the parol evidence rule does not apply, and may not properly be invoked by either party to the litigation against the other, where at least one of the parties to the suit is not party or a privy of a party to the written instrument in question and does not base a claim on the instrument or assert a right originating in the instrument or the relation established thereby."

60 *Berg v. Magdalena Estate, Inc.*, 92 Phil. 110, 114 (1952) [Per J. Bautista Angelo, En Banc], *citing* U.S. jurisprudence on the paper connected rule.

61 RULES OF COURT, Rule 132, sec. 17, provides:
SEC. 11. *When part of transaction, writing or record given in evidence, the remainder admissible.*— When part of an act, declaration, conversation, writing, or record is given in evidence by one party, the whole of the same subject may be inquired into by the other, and when a detached act, declaration, conversation, writing or record is given in evidence, any other act, declaration, conversation, writing or record necessary to its understanding may also be given in evidence.

is likewise untenable.

Indeed, Rule 27 contains the proviso that the documents sought to be produced and inspected must not be privileged against disclosure. Rule 130, Section 24 describes the types of privileged communication. These are communication between or involving the following: (a) between husband and wife; (b) between attorney and client; (c) between physician and patient; (d) between priest and penitent; and (e) public officers and public interest.

Privileged communications under the rules of evidence is premised on an accepted need to protect a trust relationship. It has not been shown that the parties to the deed of assignment fall under any of the foregoing categories.

This court has previously cited other privileged matters such as the following: "(a) editors may not be compelled to disclose the source of published news; (b) voters may not be compelled to disclose for whom they voted; (c) trade secrets; (d) information contained in tax census returns; . . . (d) bank deposits"[62] (pursuant to the Secrecy of Bank Deposits Act); (e) national security matters and intelligence information;[63] and (f) criminal matters.[64] Nonetheless, the LSPA does not fall within any of these classes of information. Moreover, the privilege is not absolute, and the court may compel disclosure where it is indispensable for doing justice.

At any rate, respondent failed to discharge the burden of showing that the LSPA is a privileged document. Respondent did not present any law or regulation that considers bank documents such as the LSPA as classified information. Its contention that the Special Purpose Vehicle Act[65] only requires the creditor-bank to give notice to the debtor of the transfer of his or her account to a special purpose vehicle, and that the assignee-special purpose vehicle has no obligation to disclose other financial documents related to the sale, is untenable. The Special Purpose Vehicle Act does not explicitly declare these financial documents as privileged matters. Further, as discussed, petitioners are not precluded from inquiring as to the true consideration of the assignment, precisely because the same law in relation

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62 *Air Philippines Corporation v. Pennswell, Inc.*, 564 Phil. 774, 790 (2007) [Per J. Chico-Nazario, Third Division].

63 Id. at 794.

64 *Chavez v. PCGG*, 360 Phil. 133, 161 (1998) [Per J. Panganiban, Special First Division].

65 Sec. 12. *Notice and Manner of Transfer of Assets*. –(a) No transfer of NPLs to an SPV shall take effect unless the FI concerned shall give prior notice, pursuant to the Rules of Court, thereof to the borrowers of the NPLs and all persons holding prior encumbrances upon the assets mortgaged or pledged. Such notice shall be in writing to the borrower by registered mail at their last known address on file with the FI. The borrower and the FI shall be given a period of at most ninety (90) days upon receipt of notice, pursuant to the Rules of Court, to restructure or renegotiate the loan under such terms and conditions as may be agreed upon by the borrower and the FIs concerned.

. . . .

(c) After the sale or transfer of the NPLs, the transferring FI shall inform the borrower in writing at the last known address of the fact of the sale or transfer of the NPLs.

to Article 1634 allows the debtor to extinguish its debt by reimbursing the assignee-special purpose vehicle of the actual price the latter paid for the assignment.

An assignment of a credit "produce[s] no effect as against third persons, unless it appears in a public instrument[.]"[66] It strains reason why the LSPA, which by law must be a public instrument to be binding against third persons such as petitioners-debtors, is privileged and confidential.

**Alternative defenses are allowed under the Rules**

Finally, respondent's contention that petitioners cannot claim the validity and invalidity of the deed of assignment at the same time is untenable.

The invocation by petitioners of Article 1634, which presupposes the validity of the deed of assignment or the transfer of the EIB credit to respondent, even if it would run counter to their defense on the invalidity of the deed of assignment, is proper and sanctioned by Rule 8, Section 2 of the Rules of Court, which reads:

> SEC. 2. *Alternative causes of action or defenses. — A party may set forth two or more statements of a claim or defense alternatively or hypothetically*, either in one cause of action or defense or in separate causes of action or defenses. When two or more statements are made in the alternative and one of them if made independently would be sufficient, the pleading is not made insufficient by the insufficiency of one or more of the alternative statements. (Emphasis supplied)

All told, respondent failed to allege sufficient reasons for us to reconsider our decision. Verily, the production and inspection of the LSPA and its annexes fulfill the discovery-procedures objective of making the trial "less a game of blind man's buff and more a fair contest with the basic issues and facts disclosed to the fullest practicable extent."[67]

**WHEREFORE**, the motion for reconsideration is **DENIED WITH FINALITY.**

**SO ORDERED.**

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66 CIVIL CODE, art. 1625.

67 *Fortune Corporation v. Court of Appeals,* G.R. No. 108119, January 19, 1994, 229 SCRA 355, 363 [Per J. Regalado, Second Division].

**MARVIC M.V.F. LEONEN**
Associate Justice

WE CONCUR:

**PRESBITERO J. VELASCO, JR.**
Associate Justice
Chairperson

**DIOSDADO M. PERALTA**
Associate Justice

**JOSE CATRAL MENDOZA**
Associate Justice

**FRANCIS H. JARDELEZA**
Associate Justice

**ATTESTATION**

I attest 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.

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

**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