



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

**REICON REALTY BUILDERS
CORPORATION,**

Petitioner,

- versus -

**DIAMOND DRAGON REALTY
AND MANAGEMENT, INC.,**

Respondent.

G.R. No. 204796

Present:

SERENO, *C.J.*, Chairperson,
LEONARDO-DE CASTRO,
BERSAMIN,
PEREZ, and
PERLAS-BERNABE, *JJ.*

Promulgated:

FEB 04 2015

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DECISION

PERLAS-BERNABE, J.:

Assailed in this petition for review on *certiorari*¹ are the Resolutions dated May 21, 2012² and November 21, 2012³ rendered by the Court of Appeals (CA) in CA-G.R. SP No. 116845 which dismissed outright petitioner Reicon Realty Builders Corporation's (Reicon) *certiorari* petition on procedural grounds.

The Facts

Reicon is the owner of a parcel of land and the one-storey building erected thereon located at the corner of Aurora Boulevard and Araneta Avenue, Sta. Mesa, Quezon City,⁴ covered by Transfer Certificate of Title No. 330668 (subject property).⁵ On January 9, 1991, Reicon and respondent

¹ *Rollo*, pp. 22-50.

² *Id.* at 54-56. Penned by Associate Justice Myra V. Garcia-Fernandez with Associate Justices Vicente S.E. Veloso and Stephen C. Cruz concurring.

³ *Id.* at 58-59.

⁴ *Id.* at 25.

⁵ *Id.* at 60.

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Diamond Dragon Realty and Management, Inc. (Diamond) entered into a Contract of Lease⁶ (January 9, 1991 Contract), whereby Reicon leased the subject property to Diamond for a period of twenty (20) years, from January 15, 1991 to January 15, 2011, for a monthly rental of ₱75,000.00, subject to periodical increments.⁷ In turn, Diamond sublet portions of the subject property to Jollibee Foods Corporation⁸ (Jollibee) and Maybunga U.K. Enterprises (Maybunga), represented by its proprietor, Andrew D. Palangdao (Andrew).⁹

Beginning June 2006, Diamond failed to pay the monthly rentals due, and the checks it had issued by way of payments from June 2006 to December 2006 were all dishonored upon presentment.¹⁰ This prompted Reicon to send, through counsel, a letter¹¹ dated July 23, 2007 demanding the payment of the accrued rentals and terminating the January 9, 1991 Contract.¹² Thereafter, it entered into separate contracts with Jollibee¹³ and Maybunga¹⁴ over the portions of the subject property they respectively occupy.

On December 14, 2009, Diamond filed a complaint¹⁵ for breach of contract with damages against Reicon, Jollibee, Maybunga, Andrew, and a certain Mary Palangdao (Mary) (defendants) before the Regional Trial Court of Pasig City, Branch 166 (RTC), docketed as Civil Case No. 72319, alleging that the January 9, 1991 Contract did not provide for its unilateral termination by either of the parties.¹⁶ It also alleged that the act of defendants in entering into separate contracts, despite the existence of the January 9, 1991 Contract, constitutes unlawful interference,¹⁷ for which they must be held solidarily liable for damages. As such, Diamond prayed that the unilateral termination of the January 9, 1991 Contract effected by Reicon, as well as the separate contracts of lease it entered into with Jollibee and Maybunga, be declared invalid and illegal.¹⁸ Further, it sought the award of unpaid rentals from Jollibee and Maybunga starting July 23, 2007 up to the present, moral and exemplary damages, and attorney's fees.¹⁹

By way of special appearance, Reicon filed a motion to dismiss²⁰ the complaint on the following grounds: (a) lack of jurisdiction over its person,

⁶ Id. at 60-65.

⁷ Id. at 61-62.

⁸ See Contract of Lease; id. at 66-73.

⁹ See Lease Proposal dated July 25, 2005; id. at 75. See also id. at 100.

¹⁰ Id. at 77.

¹¹ Id. at 76-80.

¹² Id. at 78.

¹³ See Contract of Lease; id. at 81-85.

¹⁴ Also referred to as "Mabungga U.K. Enterprises" in the records. See Contract of Lease dated July 9, 2008; id. at 88-95.

¹⁵ Dated November 12, 2009. Id. at 96-107.

¹⁶ Id. at 101.

¹⁷ Id. at 102-103.

¹⁸ Id. at 104.

¹⁹ Id. at 105.

²⁰ Dated January 26, 2010. Id. at 108-125.

considering that the summons was not served upon its president, managing partner, general manager, corporate secretary, treasurer, or in-house counsel, as required by the Rules of Court (Rules),²¹ but upon a certain Fernando Noyvo, a houseboy/gardener, at a residence located at 1217 Acacia St., Dasmariñas Village, Makati City, which is not the principal office of Reicon;²² (b) lack of legal capacity to sue as a juridical person on the part of Diamond, its certificate of registration having already been revoked by the Securities and Exchange Commission (SEC) as early as September 29, 2003, per certifications²³ issued by the latter;²⁴ and (c) lack of cause of action, in the absence of the requisite allegations of the ultimate facts constituting bad faith and malice on the part of the defendants as would support the cause of action of “unlawful interference.”²⁵

Opposing Reicon’s motion to dismiss, Diamond argued²⁶ that, even assuming that summons was not properly served upon Reicon, improper service is not a ground to dismiss its complaint.²⁷ It also insisted that it has legal capacity to sue,²⁸ as the corporation whose certificate of registration was revoked was “Diamond Dragon Realty and *Mgt. Inc.*,” while its name, per its General Information Sheet²⁹ for 2009, was “*Diamond Dragon Realty & Management, Inc.*” Moreover, it claimed that its legal existence cannot be attacked except in a *quo warranto* petition.³⁰

In its reply,³¹ Reicon pointed out, *inter alia*, that the corporation whose certificate of registration was revoked by the SEC on September 29, 2003³² was registered under **SEC No. 144830**.³³ Per the SEC’s Certificate of Corporate Filing/Information³⁴ dated February 1, 2010 which referred to “*Diamond Dragon Realty & Mgt. Inc.*” as well as Certificate of Corporate Filing/Information³⁵ dated March 2, 2010 which referred to “*Diamond Dragon Realty and Management, Inc.*,” both corporations were registered under **SEC No. 144830**, which can only mean that it is one and the same corporation. Reicon also reiterated its previous arguments in its motion to dismiss.

²¹ See Section 11, Rule 14 of the Rules of Court.

²² See *rollo*, pp. 109-116.

²³ See Certificates of Corporate Filing/Information dated February 1, 2010 (*id.* at 162.) and March 2, 2010 (*id.* at 169).

²⁴ *Id.* at 117-120.

²⁵ *Id.* at 121-124.

²⁶ See Comment/Opposition dated February 15, 2010; *id.* at 128-137.

²⁷ See *id.* at 129-130.

²⁸ See *id.* at 130-132.

²⁹ *Id.* at 138-143.

³⁰ *Id.* at 132.

³¹ Dated March 1, 2010. *Id.* at 144-160.

³² *Id.* at 152.

³³ *Id.* at 156.

³⁴ *Id.* at 162.

³⁵ *Id.* at 169.

For its part, Jollibee filed a separate motion to dismiss³⁶ the complaint on the ground of lack of jurisdiction over its person, the summons having been improperly served; lack of jurisdiction over the subject matter, as Diamond failed to allege the value of the subject property, which is required in an action involving title to, or possession of, real property, as in this case; and improper venue.³⁷ As for Maybunga, records do not show that they filed a similar motion for the dismissal of the complaint.

The RTC Ruling

In an Order³⁸ dated June 9, 2010, the RTC denied Reicon's (and Jollibee's) motion to dismiss, ratiocinating that improper service of summons is not among the grounds enumerated under Section 1,³⁹ Rule 16 of the Rules allowing for the dismissal of a complaint. With regard to the legal capacity of Diamond to sue as a juridical person, the RTC cited Section 20⁴⁰ of the Corporation Code,⁴¹ in relation to Sections 1⁴² and 5⁴³ of Rule 66 of the Rules, in ruling that Diamond's legal existence can only be impugned in a *quo warranto* proceeding.

³⁶ Not attached to the records of the case. See *id.* at 182.

³⁷ *Id.*

³⁸ *Id.* at 182-187. Penned by Presiding Judge Rowena De Juan Quinagoran.

³⁹ SECTION 1. *Grounds.* – Within the time for but before filing the answer to the complaint or pleading asserting a claim, a motion to dismiss may be made on any of the following grounds:

- (a) That the court has no jurisdiction over the person of the defending party;
- (b) That the court has no jurisdiction over the subject matter of the claim;
- (c) That venue is improperly laid;
- (d) That the plaintiff has no legal capacity to sue;
- (e) That there is another action pending between the same parties for the same cause;
- (f) That the cause of action is barred by a prior judgment or by the statute of limitations;
- (g) That the pleading asserting the claim states no cause of action;
- (h) That the claim or demand set forth in the plaintiff's pleading has been paid, waived, abandoned, or otherwise extinguished;
- (i) That the claim on which the action is founded is unenforceable under the provisions of the statute of frauds; and
- (j) That a condition precedent for filing the claim has not been complied with.

⁴⁰ SEC. 20. *De facto corporations.* – The due incorporation of any corporation claiming in good faith to be a corporation under this Code, and its right to exercise corporate powers, shall not be inquired into collaterally in any private suit to which such corporation may be a party. Such inquiry may be made by the Solicitor General in a *quo warranto* proceeding.

⁴¹ Batas Pambansa Blg. 68 entitled “The Corporation Code of the Philippines” (May 1, 1980).

⁴² SECTION 1. *Action by Government against individuals.* – An action for the usurpation of a public office, position or franchise may be commenced by a verified petition brought in the name of the Republic of the Philippines against:

- (a) A person who usurps, intrudes into, or unlawfully holds or exercises a public office, position or franchise;
- (b) A public officer who does or suffers an act which, by the provision of law, constitutes a ground for the forfeiture of his office;
- (c) An association which acts as a corporation within the Philippines without being legally incorporated or without lawful authority so to act.

⁴³ SEC. 5. *When an individual may commence such an action.* – A person claiming to be entitled to a public office or position usurped or unlawfully held or exercised by another may bring an action therefor in his own name.

Reicon moved for reconsideration⁴⁴ thereof which was, however, denied in an Order⁴⁵ dated September 16, 2010.

The Proceedings Before the CA

Aggrieved, Reicon elevated the matter to the CA *via* petition for *certiorari*⁴⁶ taken under Rule 65 of the Rules, ascribing grave abuse of discretion upon Presiding Judge Rowena De Juan Quinagoran (Judge Quinagoran) of the RTC in not dismissing Diamond's complaint on the grounds discussed in Reicon's motion to dismiss, particularly the issue respecting Diamond's lack of legal capacity to sue.⁴⁷ Reicon filed its *certiorari* petition on November 18, 2010, entitled "*Reicon Realty Builders Corporation v. Hon. Rowena De Juan-Quinagoran and Diamond Dragon Realty and Management, Inc.*," docketed as CA-G.R. SP No. 116845.

In a Resolution⁴⁸ dated March 28, 2011, however, the CA required Reicon to show cause as to why its petition for *certiorari* should not be dismissed for its failure to acquire jurisdiction over the person of Diamond, as private respondent, as required under Section 4,⁴⁹ Rule 46 of the Rules. It appears that the CA's earlier Resolution dated January 5, 2011 addressed to Diamond, with address at "Suite 305, AIC Burgundy Empire Tower, ADB Ave., cor[.] Garnet⁵⁰ Road, Ortigas Center 1605 Pasig City" was returned to it, with the notation "RTS-Moved Out."⁵¹

In its Compliance,⁵² Reicon stated that the address "Suite 305, AIC Burgundy Empire Tower, ADB Avenue corner Garnet Road, Ortigas Center, Pasig City" was Diamond's address on record in Civil Case No. 72319, the civil case from which the *certiorari* petition originated. From the institution thereof up to the filing of Reicon's petition before the CA, Diamond has not submitted any paper or pleading notifying the RTC of any change in its address. As such, Reicon maintained that the service of its petition to Diamond's address as above-indicated should be deemed effective. In the alternative, it proffered that Diamond may be served through its counsel of record in Civil Case No. 72319, Atty. Anselmo A. Marqueda (Atty. Marqueda) of A.A. MARQUEDA LAW OFFICES, at the latter's office address.⁵³

⁴⁴ See Motion for Reconsideration dated July 1, 2010; *rollo*, pp. 188-210.

⁴⁵ Id. at 269-271.

⁴⁶ Id. at 272-299.

⁴⁷ Id. at 284-289.

⁴⁸ Not attached to the records of this case. Id. at 301.

⁴⁹ See Section 4, Rule 46 of the Rules.

⁵⁰ Garner in some parts of the record.

⁵¹ *Rollo*, p. 301

⁵² Dated April 4, 2011. Id. at 302-306.

⁵³ Id. at 303.

Alleging that it received a copy of Reicon's Compliance, Diamond, through its counsel, Atty. Marqueda, filed a manifestation,⁵⁴ under a special appearance, averring that Reicon's petition for *certiorari* must be dismissed outright for its failure to serve a copy thereof on its counsel of record (*i.e.*, Atty. Marqueda).⁵⁵ It cited the rule that when a party is represented by counsel, notice of proceedings must be served upon said counsel to constitute valid service.⁵⁶

In a Resolution⁵⁷ dated May 21, 2012, the CA dismissed Reicon's *certiorari* petition without passing upon its merits based on the following grounds: (a) non-compliance with the requirements of proof of service of the petition on Diamond pursuant to Section 3,⁵⁸ Rule 46 of the Rules, and (b) non-compliance with the rule on service upon a party through counsel under Section 2, Rule 13 of the Rules.

Reicon's motion for reconsideration⁵⁹ was denied in a Resolution⁶⁰ dated November 21, 2012, hence, this petition.

The Issues Before the Court

The sole issue to resolve is whether or not Reicon's *certiorari* petition before the CA was properly served upon the person of Diamond.

The Court's Ruling

The petition is meritorious.

I.

Sections 3 and 4, Rule 46 of the Rules, which covers cases originally filed⁶¹ before the CA, provide as follows:

SEC. 3. Contents and filing of petition; effect of non-compliance with requirements. – The petition shall contain the full names and actual addresses of all the petitioners and respondents, a concise statement of the matters involved, the factual background of the case, and the grounds relied upon for the relief prayed for.

⁵⁴ Dated May 5, 2011. *Id.* at 307-311.

⁵⁵ *Id.* at 308.

⁵⁶ *Id.* at 309.

⁵⁷ *Id.* at 54-56.

⁵⁸ See Section 3, Rule 46 of the Rules.

⁵⁹ Dated June 7, 2012. *Rollo*, pp. 318-328.

⁶⁰ *Id.* at 58-59.

⁶¹ Section 2 of the same Rule provides: "This Rule shall apply to original actions for *certiorari*, prohibition, *mandamus* and *quo warranto*."

In actions filed under Rule 65, the petition shall further indicate the material dates showing when notice of the judgment or final order or resolution subject thereof was received, when a motion for new trial or reconsideration, if any, was filed and when notice of the denial thereof was received.

It shall be filed in seven (7) clearly legible copies **together with proof of service thereof on the respondent** with the original copy intended for the court indicated as such by the petitioner, and shall be accompanied by a clearly legible duplicate original or certified true copy of the judgment, order, resolution, or ruling subject thereof, such material portions of the record as are referred to therein, and other documents relevant or pertinent thereto. x x x.

x x x x

The failure of the petitioner to comply with any of the foregoing requirements shall be sufficient ground for the dismissal of the petition.

SEC. 4. *Jurisdiction over the person of respondent, how acquired.*

– The court shall acquire jurisdiction over the **person of the respondent by the service on him** of its order or resolution indicating its initial action on the petition or by his voluntary submission to such jurisdiction. (Emphases and underscoring supplied)

A punctilious review of the records, particularly of the *certiorari* petition filed by Reicon before the CA, shows that it contains the registry numbers corresponding to the registry receipts⁶² as well as the affidavit of service and/or filing⁶³ of the person who filed and served the petition *via* registered mail on behalf of Reicon. These imply that a copy of Reicon's *certiorari* petition had been served to the RTC as well as to Diamond through its address at "Suite 305 AIC Burgundy Empire Tower, ADB Avenue corner Garnet Road, Ortigas Center, Pasig City,"⁶⁴ in compliance with Section 13,⁶⁵ Rule 13 of the Rules on proof of service as well as with Sections 3 and 4 of Rule 46 above-quoted.⁶⁶

On this score, the Court notes that Diamond declared the aforesaid address as its business address⁶⁷ in its complaint before the RTC, and that there is dearth of evidence to show that it had since changed its address or

⁶² *Rollo*, p. 299.

⁶³ Dated November 19, 2010. (Id. at 300.)

⁶⁴ Id. at 299-300.

⁶⁵ SEC. 13. *Proof of service.* – Proof of personal service shall consist of a written admission of the party served, or the official return of the server, or the affidavit of the party serving, containing a full statement of the date, place and manner of service. If the service is by ordinary mail, proof thereof shall consist of an affidavit of the person mailing of facts showing compliance with section 7 of this Rule. **If service is made by registered mail, proof shall be made by such affidavit and the registry receipt issued by the mailing office.** The registry return card shall be filed immediately upon its receipt by the sender, or in lieu thereof the unclaimed letter together with the certified or sworn copy of the notice given by the postmaster to the addressee. (Emphasis supplied)

⁶⁶ See *Republic v. Caguioa*, G.R. No. 174385, February 20, 2013, 691 SCRA 306, 319-321.

⁶⁷ See *rollo*, p. 97.

had moved out. Hence, Reicon cannot be faulted for adopting the said address in serving a copy of its *certiorari* petition to Diamond in light of the requirement under Sections 3 and 4, Rule 46 of the Rules as above-cited, which merely entails **service of the petition upon the respondent itself**, not upon his counsel.

The underlying rationale behind this rule is that a *certiorari* proceeding is, by nature, **an original and independent action**, and, therefore not considered as part of the trial that had resulted in the rendition of the judgment or order complained of.⁶⁸ Hence, at the preliminary point of serving the *certiorari* petition, as in other initiatory pleadings, it cannot be said that an appearance for respondent has been made by his counsel. Consequently, the requirement under Section 2,⁶⁹ Rule 13 of the Rules, which provides that if any party has appeared by counsel, service upon him shall be made upon his counsel, should not apply.

Thus, the CA erred when it dismissed Reicon's *certiorari* petition outright for non-compliance with Section 3, Rule 46 of the Rules as well as the rule on service upon a party through counsel under Section 2, Rule 13 of the Rules. The service of said pleading upon the person of the respondent, and not upon his counsel, is what the rule properly requires, as in this case.

II.

On a related note, the Court further observes that jurisdiction over the person of Diamond had already been acquired by the CA through its voluntary appearance by virtue of the Manifestation dated May 5, 2011, filed by its counsel, Atty. Marqueda, who, as the records would show, had consistently represented Diamond before the proceedings in the court *a quo* and even before this Court. To restate, Section 4, Rule 46 of the Rules provides:

SEC. 4. *Jurisdiction over person of respondent, how acquired.* — The court shall acquire **jurisdiction over the person of the respondent by the service on him of its order or resolution indicating its initial action on the petition or by his voluntary submission to such jurisdiction**. (Emphasis and underscoring supplied)

⁶⁸ See *China Banking Corporation v. Cebu Printing and Packaging Corporation*, G.R. No. 172880, August 11, 2010, 628 SCRA 154, 167, citing *Tagle v. Equitable PCI Bank*, 575 Phil. 384, 400 (2008).

⁶⁹ SEC. 2. *Filing and service, defined.* — Filing is the act of presenting the pleading or other paper to the clerk of court.

Service is the act of providing a party with a copy of the pleading or paper concerned. **If any party has appeared by counsel, service upon him shall be made upon his counsel or one of them, unless service upon the party himself is ordered by the court.** Where one counsel appears for several parties, he shall only be entitled to one copy of any paper served upon him by the opposite side. (Emphasis supplied)

Hence, while the CA's resolution indicating its initial action on the petition, *i.e.*, the Resolution dated January 5, 2011 requiring Diamond to comment, was returned with the notation "RTS-Moved Out," the alternative mode of Diamond's voluntary appearance was enough for the CA to acquire jurisdiction over its person. Diamond cannot escape this conclusion by invoking the convenient excuse of limiting its manifestation as a mere "special appearance," **considering that it affirmatively sought therein the dismissal of the *certiorari* petition.** Seeking an affirmative relief is inconsistent with the position that no voluntary appearance had been made, and to ask for such relief, without the proper objection, necessitates submission to the Court's jurisdiction. **Here, Diamond's special appearance cannot be treated as a specific objection to the CA's jurisdiction over its person for the reason that the argument it pressed on was about the alleged error in the service of Reicon's *certiorari* petition, and not the CA's service of its resolution indicating its initial action on the said pleading.** Properly speaking, this argument does not have anything to do with the CA's acquisition of jurisdiction over Diamond for it is the service of the appellate court's resolution indicating its initial action, and not of the *certiorari* petition itself, which is material to this analysis.

Note that the conclusion would be different if Diamond had actually objected to the CA's service of its resolution indicating its initial action; if such were the case, then its special appearance could then be treated as a proper conditional appearance challenging the CA's jurisdiction over its person. To parallel, in ordinary civil cases, a conditional appearance to object to a trial court's jurisdiction over the person of the defendant may be made when said party specifically objects to the service of summons, which is an issuance directed by the court, not the complainant. If the defendant, however, enters a special appearance but grounds the same on the service of the complainant's initiatory pleading to him, then that would not be considered as an objection to the court's jurisdiction over his person. It must be underscored that the service of the initiatory pleading has nothing to do with how courts acquire jurisdiction over the person of the defendant in an ordinary civil action. Rather, it is the propriety of the trial court's service of summons – same as the CA's service of its resolution indicating its initial action on the *certiorari* petition – which remains material to the matter of the court's acquisition jurisdiction over the defendant's/respondents' person.

In *Philippine Commercial International Bank v. Spouses Dy*,⁷⁰ it was ruled that "**[a]s a general proposition, one who seeks an affirmative relief is deemed to have submitted to the jurisdiction of the court.**" It is by reason of this rule that we have had occasion to declare that the filing of motions to admit answer, for additional time to file answer, for reconsideration of a default judgment, and to lift order of default with motion for reconsideration, is considered voluntary submission to the court's

⁷⁰ 606 Phil. 615 (2009).

jurisdiction. This, however, is tempered by the concept of conditional appearance, such that a party who makes a **special appearance to challenge, among others, the court's jurisdiction over his person** cannot be considered to have submitted to its authority.

Prescinding from the foregoing, it is thus clear that:

- (1) Special appearance operates as an exception to the general rule on voluntary appearance;
- (2) Accordingly, **objections to the jurisdiction of the court over the person of the defendant must be explicitly made, i.e., set forth in an unequivocal manner**; and
- (3) **Failure to do so constitutes voluntary submission** to the jurisdiction of the court, **especially in instances where a pleading or motion seeking affirmative relief is filed and submitted to the court for resolution.**⁷¹

Considering that the tenor of Diamond's objection in its special appearance had actually no legal bearing on the CA's jurisdiction over its person (that is, since it objected to the propriety of Reicon's service of its petition, and not the CA's service of its order indicating its initial action), it cannot be said that the proper objection to the appellate court's jurisdiction, as above-discussed, had been made by Diamond. Thus, by asking for an affirmative relief, *i.e.*, the dismissal of Reicon's *certiorari* petition, bereft of the proper jurisdictional objection, the Court therefore concludes that Diamond had submitted itself to the jurisdiction of the appellate court.

In fine, the proper course of action would be for the CA to reinstate Reicon's *certiorari* petition, docketed as CA-G.R. SP No. 116845, given that it had already acquired jurisdiction over Diamond's person. In order to ensure that Diamond's due process rights are protected, Reicon should, however, be directed to submit proof that the service of its petition had actually been completed in accordance with Rule 13⁷² of the Rules.⁷³ Diamond, in the meantime, should be ordered to furnish the CA the details of its current address and confirm whether or not Atty. Marqueda would be representing it as its counsel of record in the main (and not only through special appearance); if Diamond will be represented by a different counsel, it

⁷¹ Id. at 633-634; emphases and underscoring supplied.


⁷² Entitled "Filing and Service of Pleadings, Judgments and Other Papers."

⁷³ Section 13, Rule 13 of the Rules on proof of service provides that "[i]f service is made by registered mail, proof shall be made by such affidavit and the registry receipt issued by the mailing office. **The registry return card shall be filed immediately upon its receipt by the sender, or in lieu thereof the unclaimed letter together with the certified or sworn copy of the notice given by the postmaster to the addressee.**" Based on the records, Reicon has yet to show full compliance with the foregoing requirement.


must so notify the appellate court. Henceforth, all pleadings and papers should be addressed to such counsel and would equally bind Diamond as client. Throughout the proceedings, the CA is exhorted to bear in mind the judicial policy to resolve the present controversy with utmost dispatch in order to avoid further delay.

WHEREFORE, the petition is **GRANTED**. The Resolutions dated May 21, 2012 and November 21, 2012 of the Court of Appeals (CA) are **REVERSED** and **SET ASIDE**. Accordingly, the CA is **DIRECTED** to **REINSTATE** the petition for *certiorari*, docketed as CA-G.R. SP No. 116845 under the parameters discussed in this Decision.

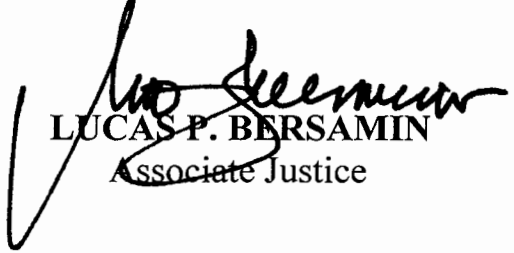
SO ORDERED.



ESTELA M. PERLAS-BERNABE
 Associate Justice

WE CONCUR:


MARIA LOURDES P. A. SERENO
 Chief Justice
 Chairperson

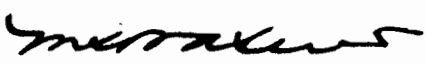

TERESITA J. LEONARDO-DE CASTRO
 Associate Justice


LUCAS P. BERSAMIN
 Associate Justice


JOSE PORTUGAL PEREZ
 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