



Republic of the Philippines  
 Supreme Court  
 Manila

SECOND DIVISION

EMILIANO D. JOVEN, and  
 CICERO V. GARCIA  
*Petitioners,*

G.R. No. 204567

Present:

PERLAS-BERNABE, S.A.J.,  
*Chairperson,*  
 HERNANDO,  
 INTING,  
 GAERLAN, and  
 ROSARIO,\* JJ.

- versus -

SPOUSES RAUL L. TULIO and  
 CRISTINA PANGANIBAN TULIO,  
*Respondents.*

Promulgated:  
**AUG 04 2021**

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DECISION

GAERLAN, J.:

This is a Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court, as amended, assailing the Resolutions dated July 24, 2012<sup>2</sup> and November 13, 2012<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 125036.

Antecedents

At the heart of the instant controversy is a parcel of commercial land located in San Fernando, Pampanga and registered in the name of Sps. Raul L. Tulio and Cristina Panganiban Tulio (respondents) under Transfer Certificate of Title (TCT) No. 429707-12.

\* Designated additional Member per Special Order No. 2835 dated July 15, 2021.

<sup>1</sup> *Rollo*, pp. 8-35.

<sup>2</sup> *Id.* at 90-91; penned by Associate Justice Priscilla J. Baltazar-Padilla (retired Member of this Court) and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Agnes Reyes-Carpio.

<sup>3</sup> *Id.* at 103-108.

On August 14, 1997, respondents executed a contract of lease over the subject property to petitioners Emiliano D. Joven and Cicero V. Garcia (petitioners) for a period of 15 years, or from November 1, 1999 until October 31, 2013. Thereafter, petitioners caused the construction of a two-storey commercial building under the name and style of J-G Shopping Mall, purportedly at a cost of ₱22 Million.

It appears that for the period<sup>4</sup> between November 1, 1999 and June 30, 2000, petitioners were only able to pay ₱2,000,000.00 out of an outstanding rental obligation of ₱3,000,000.00, leaving a balance of ₱1,000,000.00. Based on the records before the courts *a quo*, petitioners issued respondents two dishonored checks dated February 29, 1999 and April 30, 2000 for the amounts of ₱1,000,000.00 and ₱250,000.00, respectively.<sup>5</sup>

On June 3, 2000, at around 8:30 a.m., respondents, assisted by one Atty. Reynaldo B. Robles and 12 security guards, served a Notice of Eviction upon the petitioners' two security guards of J-G Shopping Mall. The said notice was addressed to petitioners as well as their employees, agents and assigns. Afterwards, respondents barricaded the entrance to the Administration Office of the mall. They also issued a notice to the tenants and stallholders stating, *inter alia*, that they have reassumed possession, control, and management of J-G Shopping Mall with immediate effect. Later that evening, respondents ordered the security guards employed by petitioners to leave, which they did.

Aggrieved, petitioners filed a complaint for Forcible Entry against respondents before the Municipal Trial Court in Cities (MTCC) Branch I of the City of San Fernando, which was docketed as Civil Case No. 8220.

### **The MTCC's Ruling**

On February 17, 2003, the MTCC issued a Decision<sup>6</sup> declaring that respondents did not commit any acts of forcible entry. It reasoned that the act of petitioners' representative of leaving the premises of J-G Shopping Mall, following the service of respondents' Notice of Eviction, constitutes as a lawful turnover of the possession of the subject property in favor of respondents. Nevertheless, the MTCC ruled that petitioners must be reimbursed the advance rentals in the amount of ₱2,250,000.00, as well as one-half of the cost of the improvements introduced by petitioners. Thus:

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<sup>4</sup> The scope of this period is being contested by petitioners, arguing that the same ends on October 31, 2000, not June 30, 2000.

<sup>5</sup> *Rollo*, p. 47.

<sup>6</sup> *Id.* at 44-54; rendered by Acting Executive Judge Domingo C. San Jose, Jr.

WHEREFORE, judgment is hereby rendered as follows:

1. Declaring defendants to be in lawful possession and custody of the leased premises, effective June 3, 2000;
  2. Ordering defendants to reimburse plaintiffs one-half (1/2) of the value of the improvements at the time of the termination of the lease, made/introduced on the leased property, to be determined by an independent appraiser of property chosen by both parties;
  3. Ordering defendants to refund to the plaintiffs the advance unused rentals on the leased premises in the amount of ₱2,250,000.00; and
  4. DISMISSING the counter-claim for lack of merit.
  5. NO COSTS.
- SO ORDERED.<sup>7</sup>

Dissatisfied, petitioners and respondents interposed separate appeals to the Regional Trial Court (RTC).

### **The RTC's Rulings**

When the case was raffled to Branch 43 of the RTC of the City of San Fernando, Pampanga, the resolution of the issues presented by the contesting parties was subjected to flip-flopping rulings.

On May 30, 2005, the RTC rendered a Judgment<sup>8</sup> declaring that respondents no longer had any obligation to reimburse petitioners one-half of the cost of the improvements introduced by the latter. The RTC ratiocinated that by virtue of a clause in the parties' contract of lease, respondents as lessors did not have any obligation to refund petitioners. In the same vein, the RTC reduced the amount of the advance rentals that respondents were obliged to refund to petitioners.

The RTC disposed as follows:

WHEREFORE, premises considered, the decision of the lower court is AFFIRMED with modification.

1. Declaring the defendants to be in lawful possession and custody of the leased premises effective June 03, 2000.

<sup>7</sup> Id. at 53-54.

<sup>8</sup> Id. at 36-43; rendered by Presiding Judge Carmelita S. Gutierrez-Fruelda.

2. Ordering the defendants to refund to the plaintiffs the unused rental on the leased property in the amount of Five Hundred Thousand Pesos (P500,000.00);

3. The building and permanent improvements existing at the time of termination of the Contract of Lease shall form part of the leased property and shall become the property of the defendants free and clear of any and all liens, encumbrances, charges or claims of whatever nature, without obligation on the part of the defendants to pay or refund their value or costs to the plaintiffs. The plaintiffs shall execute, sign and deliver any and all documents necessary to evidence transfer of ownership of the building and improvements to the defendants;

4. Dismissing the counterclaim of the defendants for lack of merit.

5. No costs.

SO ORDERED.<sup>9</sup>

On October 6, 2011, the RTC, acting on petitioners' motion for reconsideration, issued another Judgment<sup>10</sup> overturning its earlier ruling.

The RTC declared that having received a verbal extension to pay their outstanding obligation, petitioners were not in default thereof; that respondents were guilty of forcible entry because the overwhelming number of their security guards dwarfed and intimidated petitioners' own mall security guards; and that respondents were bound to pay one-half of the cost of the improvements introduced by petitioners over the subject property. Thus:

WHEREFORE, premises considered, the Decision of May 30, 2005 is reconsidered.

1. Declaring forcible entry in the repossession of the defendants on the leased property;

2. Ordering the defendants to reimburse the plaintiffs one-half (1/2) of the value of the building or P12 Million Pesos;

3. Ordering the defendants to refund P2,250,000.00 to the plaintiffs as advance rentals, as well as the P300,000.00 for VAT on the 15<sup>th</sup> year of the Contract of Lease;

4. Dismissing the defendants' counterclaim for lack of merit.

5. No costs.

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<sup>9</sup> Id. at 42-43.

<sup>10</sup> Id. at 55-62.

SO ORDERED.<sup>11</sup>

Respondents then filed a motion for reconsideration of the above ruling.

On May 15, 2012, the RTC, under the helm of a different magistrate, issued an Order<sup>12</sup> partly granting respondents' motion. The RTC further modified its earlier ruling in the following manner:

**WHEREFORE, premises considered,** the Motion for Reconsideration filed by defendants-appellees Spouses Raul L. Tulio and Cristina Panganiban-Tulio is **PARTLY GRANTED**.

Par. 1, page 7 of the dispositive portion of the Judgment (Order) dated October 6, 2011 is **modified**, thus:

- (1) **Declaring the defendants to be in lawful possession and custody** of the leased premises effective June 3, 2000;

Par. 2 thereof is modified, thus:

- (2) The building and permanent improvements existing at the time of the termination of the Contract of Lease to form part of the leased property and shall become the property of the defendants-appellees free and clear of any and all encumbrances, charges or claims of whatever nature, without obligation on the part of the defendants-appellees to pay or refund their value or costs to the plaintiffs-appellants. The plaintiffs-appellants upon finality of this Order, shall execute, sign and deliver any and all documents necessary to evidence transfer of ownership of the improvements to the defendants-appellees.

Par. 3 thereof is modified, thus:

Ordering the defendants-appellees to refund to plaintiffs-appellants the sum of ₱250,000.00, representing the excess of the amount paid to them by the latter, after applying the amount of ₱2,000,000.00 as payment for the rentals of the leased premises from November 1, 1999 to June 2, 2000.

The dismissal of defendants-appellees counter-claim stands, as well as the non-pronouncement of costs.

Upon finality of this Order, the complete records of this case are ordered remanded to the court of origin for execution of judgment.

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<sup>11</sup> Id. at 61-62.

<sup>12</sup> Id. at 63-66; rendered by Acting Judge Esperanza S. Paglinawan-Rozario.

SO ORDERED.<sup>13</sup> (Emphasis in the original)

Undaunted, petitioners filed a Rule 42 Petition for Review<sup>14</sup> with the CA.

### The CA's Ruling

On July 24, 2012, the CA issued its first assailed Resolution dismissing the petition on technical considerations, to wit:

- 1) There is an affidavit of service with properly accomplished jurat but the Notary Public before whom it was subscribed and sworn to **FAILED** to indicate his notarial commission number, the province or city where he was commissioned and his office address pursuant to the 2004 Rules on Notarial Practice;
- 2) The Verification and Certification against forum shopping is **DEFECTIVE** because it was signed by only one of the petitioners and the Notary Public before whom it was subscribed and sworn to **FAILED** to indicate his notarial commission number, the province or city where he was commissioned and his office address pursuant to the 2004 Rules on Notarial Practice; and
- 3) No copies of documents and pleadings filed before the RTC Br. 43, San Fernando City and MTCC, BR. 1 of City of San Fernando, Pampanga were attached to the petition to support the allegations therein.<sup>15</sup>

Ultimately, the CA disposed:

WHEREFORE, on account thereof, this petition is hereby DISMISSED outright.

SO ORDERED.<sup>16</sup>

Petitioners filed a Motion for Reconsideration,<sup>17</sup> but the same was denied by the CA in the second assailed Resolution dated November 13, 2012.

Hence, the present recourse.

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<sup>13</sup> Id. at 66.

<sup>14</sup> Id. at 67-88.

<sup>15</sup> Id. at 90-91.

<sup>16</sup> Id. at 91.

<sup>17</sup> Id. at 92-99.

Beseeching this Court to order the reinstatement of their petition before the CA, petitioners contend that the outright dismissal of the same resulted in manifest injustice against them; and that the CA was not clear as to the specific pleadings and documents that they were supposed to submit, it appearing that petitioners had already submitted certified true copies of the issuances of the courts *a quo*.<sup>18</sup>

### Issue

Succinctly, the Court is tasked to resolve whether or not the CA erred in dismissing outright petitioners' Rule 42 Petition for Review.

### The Ruling of the Court

At the outset, courts are guided by the precept that technical rules of procedure should be rules enjoined to facilitate the orderly administration of justice.<sup>19</sup> Imperative justice requires the correct observance of indispensable technicalities precisely designed to ensure its proper dispensation.<sup>20</sup> Obedience to the requirements of procedural rules is needed if we are to expect fair results therefrom.<sup>21</sup>

Nevertheless, there are times when strict adherence to the rules of procedure must yield to the search for truth and the demands of substantial justice.<sup>22</sup> When strict application of the rules would result in irreparable damage, if not grave injustice to a litigant, the Court is compelled to relax the rules in the higher interest of substantial justice.<sup>23</sup>

In *Grand Placement and General Services Corporation v. Court of Appeals*,<sup>24</sup> the Court had occasion to declare:

The Court has often stressed that rules of procedure are merely tools designed to facilitate the attainment of justice. They were conceived and promulgated to effectively aid the court in the dispensation of justice. Courts are not slaves to or robots of technical rules, shorn of judicial discretion. In rendering justice, courts have always been, as they ought to be, conscientiously guided by the norm that on the balance, technicalities take a backseat against substantive rights, and not the other way around.

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<sup>18</sup> Id. at 21-22.

<sup>19</sup> *Philippine Public School Teachers Association v. Heirs of Carolina P. Iligan*, 528 Phil. 1197, 1212 (2006).

<sup>20</sup> *Spouses Dadizon v. Court of Appeals*, 617 Phil. 139, 152 (2009).

<sup>21</sup> *Pet Plans Inc. v. Court of Appeals*, 486 Phil. 112, 120 (2004).

<sup>22</sup> *Spouses Cordero v. Octaviano*, G.R. No. 241385, July 7, 2020.

<sup>23</sup> *Mascariñas v. BPI Family Savings Bank, Inc.*, G.R. No. 228138, August 27, 2020.

<sup>24</sup> 516 Phil. 541, 552 (2006).

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Thus, if the application of the Rules would tend to frustrate rather than promote justice, it is always within our power to suspend the rules or except a particular case from its operation. (Citation omitted)

Thus guided, We find the petition to be impressed with merit.

*Petitioners' Verification and Certification of Non-Forum Shopping substantially complies with the procedural requirements*

Verification, like in most cases required by the rules of procedure, is a formal requirement, not jurisdictional.<sup>25</sup> It is simply a condition affecting the form of the pleading and non-compliance does not necessarily render the pleading *fatally* defective.<sup>26</sup> Verification is merely intended to secure an assurance that the allegations in the pleading are true and correct, and not the product of the imagination or a matter of speculation, and that the pleading is filed in good faith.<sup>27</sup>

On the other hand, a certification of non-forum shopping is a certification under oath by the plaintiff or principal party in the complaint or other initiatory pleading asserting a claim for relief or in a sworn certification annexed thereto and simultaneously filed therewith, (a) that he/she has not theretofore commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency and, to the best of his/her knowledge, no such other action or claim is pending therein; (b) if there is such other pending action or claim, a complete statement of the present status thereof; and (c) if he/she should thereafter learn that the same or similar action or claim has been filed or is pending, he/she shall report that fact within five (5) days therefrom to the court wherein his/her aforesaid complaint or initiatory pleading has been filed.<sup>28</sup>

In *Altres v. Empleo*<sup>29</sup> (*Altres*), the Court laid down the following guideposts on the evaluation of verifications and certifications against forum shopping:

For the guidance of the bench and bar, the Court restates in capsule form the jurisprudential pronouncements already reflected above respecting non-compliance with the requirements on, or submission of defective, verification and certification against forum shopping:

<sup>25</sup> *Innodata Knowledge Services, Inc. v. Inting*, 822 Phil. 314, 357 (2017).

<sup>26</sup> *Swedish Match Philippines, Inc v. Treasurer of the City of Manila*, 713 Phil. 240, 248 (2013).

<sup>27</sup> *Republic v. Coalbrine International Philippines, Inc.*, 631 Phil. 487,495-496 (2010).

<sup>28</sup> *Mediserv, Inc v. Court of Appeals*, 631 Phil. 282, 290 (2010).

<sup>29</sup> 594 Phil. 246 (2008).



- 1) A distinction must be made between non-compliance with the requirement on or submission of defective verification, and non-compliance with the requirement on or submission of defective certification against forum shopping.
- 2) As to verification, non-compliance therewith or a defect therein does not necessarily render the pleading fatally defective. The court may order its submission or correction or act on the pleading if the attending circumstances are such that strict compliance with the Rule may be dispensed with in order that the ends of justice may be served thereby.
- 3) **Verification is deemed substantially complied with when one who has ample knowledge to swear to the truth of the allegations in the complaint or petition signs the verification**, and when matters alleged in the petition have been made in good faith or are true and correct.
- 4) As to certification against forum shopping, non-compliance therewith or a defect therein, unlike in verification, is generally not curable by its subsequent submission or correction thereof, unless there is a need to relax the Rule on the ground of “substantial compliance” or presence of “special circumstances or compelling reasons.”
- 5) The **certification against forum shopping** must be signed by all the plaintiffs or petitioners in a case; otherwise, those who did not sign will be dropped as parties to the case. **Under reasonable or justifiable circumstances, however, as when all the plaintiffs or petitioners share a common interest and invoke a common cause of action or defense, the signature of only one of them in the certification against forum shopping substantially complies with the Rule.**
- 6) Finally, the certification against forum shopping must be executed by the party-pleader, not by his counsel. If, however, for reasonable or justifiable reasons, the party-pleader is unable to sign, he must execute a Special Power of Attorney designating his counsel of record to sign on his behalf.<sup>30</sup>

In the case at bar, the verification and certification dated June 23, 2012 reads as follows:

I, EMILIANO D. JOVEN, of legal age, Filipino and resident of Unit II, Blk. 3, Queensland Townhouse, Dolores, City of San Fernando, Pampanga, after having been duly sworn to in accordance with law, hereby, depose and state:

1. That I am one of the petitioners in the above entitled petition. That I have caused the preparation of the said PETITION FOR REVIEW ON CERTIORARI and that I have read and understood its contents and the same are true and correct of my own personal knowledge and based on authentic records;

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<sup>30</sup> Id. at 261-262.

2. I certify that I have not commenced any other action or proceeding involving the same issues in the Supreme Court, Court of Appeals, or any other court, tribunal or agency, and that to the best of my knowledge, no such action or proceeding is pending in the Supreme Court, Court of Appeals or any other court, tribunal or agency; should I thereafter learn that a similar action or claim has been filed or is pending, I shall report that fact within five (5) days therefrom to this Honorable Court. Wherein the aforesaid petition has been filed.

3. I am executing this Verification/Certification in compliance with the 1997 Rules [of] Civil Procedure, SC Circular No. 04-94 and Revised Circular 28-91.<sup>31</sup>

The Court finds that the above verification and certification substantially complies with the most basic procedural requirements laid down in *Altres*.

It cannot be denied that both petitioners share a common interest in the subject property, “as well as common claims and defenses, and a common cause of action raising the same arguments in support thereof.”<sup>32</sup> Jurisprudence holds that when the petitioners share a common interest, the signature of one petitioner in the verification and certification against forum shopping is enough to satisfy the substantial compliance rule.<sup>33</sup> Under the circumstances, the signature of petitioner Cicero V. Garcia may already be dispensed with, as it was in this case.

Moreover, the failure of the notary public to indicate his notarial commission number – including the province or city where he was commissioned and his office address – is not fatal to petitioners’ cause. As previously discussed, verification is a formal, not jurisdictional, requirement.<sup>34</sup> When circumstances warrant, the court may simply order the correction of unverified pleadings or act on it and waive strict compliance with the rules in order that the ends of justice may thereby be served.<sup>35</sup>

In any event, the records show that petitioners, upon receiving a copy of the CA’s July 24, 2012 Resolution, immediately submitted a copy of the Notarial Commission<sup>36</sup> of Atty. Carmelino M. Roque. The defects in the notarization identified by the CA have been cured by such compliance on the part of petitioners.

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<sup>31</sup> *Rollo*, p. 87.

<sup>32</sup> *Heirs of Juan Dinglasan v. Ayala Corporation*, G.R. No. 204378, August 5, 2019.

<sup>33</sup> *Cordillera Global Network v. Paje*, G.R. No. 215988, April 10, 2019.

<sup>34</sup> *Zarsona Medical Clinic v. Philippine Health Insurance Corporation*, 745 Phil. 298, 306 (2014).

<sup>35</sup> *Vallacar Transit, Inc. v. Catubig*, 664 Phil. 529, 541(2011).

<sup>36</sup> *Rollo*, p. 100.

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*Petitioners' failure to attach all of the documents and pleadings that were filed with the MTCC and the RTC is not enough to warrant the CA's outright dismissal of their petition*

In *Air Philippines Corporation v. Zamora*,<sup>37</sup> We enumerated the standards that the CA must follow in determining whether the absence of a particular pleading or document is a ground for the dismissal of a petition filed before it, viz.:

First, not all pleadings and parts of case records are required to be attached to the petition. Only those which are relevant and pertinent must accompany it. The test of relevancy is whether the document in question will support the material allegations in the petition, whether said document will make out a *prima facie* case of grave abuse of discretion as to convince the court to give due course to the petition.

Second, even if a document is relevant and pertinent to the petition, it need not be appended if it is shown that the contents thereof can also be found in another document already attached to the petition. Thus, if the material allegations in a position paper are summarized in a questioned judgment, it will suffice that only a certified true copy of the judgment is attached.

Third, a petition lacking an essential pleading or part of the case record may still be given due course or reinstated (if earlier dismissed) upon showing that petitioner later submitted the documents required, or that it will serve the higher interest of justice that the case be decided on the merits.<sup>38</sup>

In *Galvez v. Court of Appeals*,<sup>39</sup> this Court declared that “[t]he mere failure to attach copies of pleadings and other material portions of the record as would support the allegations should not cause the outright dismissal of a petition for review. The allegations of the petition must be examined to determine the sufficiency of the attachments appended thereto.”

Here, it is readily apparent that the CA did not conduct any test of relevancy of the documents that it sought from petitioners. In the first place, the CA did not even specify the documents that it required of petitioners. The phrase “copies of documents and pleadings” is too vague as would give petitioners the insight to determine what the CA desires.

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<sup>37</sup> 529 Phil. 718 (2006).

<sup>38</sup> Id. at 728.

<sup>39</sup> 708 Phil. 9, 10 (2013).

At any rate, the material allegations in the instant case were already summarized by the MTCC, the RTC, and the parties themselves. The pertinent portions of their contract of lease were also directly quoted in the rulings of the courts *a quo*. To still deny due course to petitioners' petition for not attaching the said "copies of documents and pleadings" was to ignore the spirit and purpose of the requirement to give sufficient information to the CA.<sup>40</sup>

### **A final note**

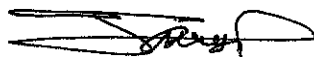
As much as possible, cases should be determined on the merits, after full opportunity to all parties for ventilation of their causes and defenses, rather than on technicality or some procedural imperfections. In that way, the ends of justice would be better served.<sup>41</sup> It is a far better and more prudent course of action for the court to excuse a technical lapse and afford the parties a review of the case on appeal to attain the ends of justice rather than dispose of the case on technicality and cause a grave injustice to the parties, giving a false impression of speedy disposal of cases while actually resulting in more delay – which is now the case here – if not a miscarriage of justice.<sup>42</sup>

If respondents are fully confident that the facts and the law are on their side, they should not have any qualms in presenting their case before the CA.<sup>43</sup>

**WHEREFORE**, premises considered, the petition is **GRANTED**. The Resolutions dated July 24, 2012 and November 13, 2012 issued by the Court of Appeals in CA-G.R. SP No. 125036 are **REVERSED** and **SET ASIDE**.

CA-G.R. SP No. 125036 is hereby **REINSTATED**, with instructions for the Court of Appeals to process and resolve the same with deliberate dispatch.

**SO ORDERED.**

  
**SAMUEL H. GAERLAN**  
Associate Justice

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<sup>40</sup> Id. at 22.


<sup>41</sup> *Republic v. Court of Appeals*, 354 Phil. 252, 260 (1998).

<sup>42</sup> *Aguam v. Court of Appeals*, 388 Phil. 587, 594 (2000).

<sup>43</sup> *Digital Employees Union v. Digital Telecoms Philippines, Inc.*, G.R. No. 217529, July 3, 2019.

WE CONCUR:

  
**ESTELA M. PERLAS-BERNABE**  
Senior Associate Justice


  
**RAMON PAUL L. HERNANDO**  
Associate Justice

  
**HENRY JEAN PAUL B. INTING**  
Associate Justice

  
**RICARDO R. ROSARIO**  
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.

  
**ESTELA M. PERLAS-BERNABE**  
Senior Associate Justice  
Chairperson, Second 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.

  
ALEXANDER G. GESMUNDO  
Chief Justice

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