



Republic of the Philippines
Supreme Court
 Manila

FIRST DIVISION

ATTY. ROBERTO F. DE LEON,
Petitioner,

G.R. No. 246127

Present:

- versus -

GESMUNDO, C.J.,
 Chairperson,
CAGUIOA,
INTING,
GAERLAN, and
DIMAAMPAO, JJ.

LOURDES S. ASOMBRADO-
LLACUNA,
Respondent.

Promulgated:

MAR 02 2022

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DECISION

GAERLAN, J.:

Before this Court is a Petition for Review on *Certiorari*¹ dated May 14, 2019 filed by Atty. Roberto F. De Leon (Atty. De Leon), praying for the reversal of the Decision² dated October 15, 2018 and the Resolution³ dated March 12, 2019 of the Court of Appeals (CA) in the case entitled, “*Lourdes S. Asombrado-Llacuna v. Atty. Roberto De Leon and Provident Savings Bank,*” docketed as CA-G.R. SP No. 149981, which set aside the Decision⁴ dated June 16, 2016 of the Housing and Land Use Regulatory Board (HLURB) Board of Commissioners.

The factual antecedents

Lot 39 of Block 4 situated at No. 62 St. Mary, Provident Village, Marikina City (the subject property) was originally owned by Eusebio L. Lopez, Jr. (Lopez), as shown by Transfer Certificate of Title (TCT) No.

¹ *Rollo*, pp. 9-31.

² *Id.* at 33-42. Penned by Associate Justice Priscilla J. Baltazar-Padilla (a retired Member of the Court) with Associate Justices Victoria Isabel A. Paredes and Maria Elisa Sempio Diy concurring.

³ *Id.* at 44-45.

⁴ *Id.* at 13.

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186004.⁵ It was then developed by Provident Securities Corporation (Prosecor) under the subdivision project known as Provident Village.⁶

On July 5, 1983, Lourdes S. Asombrado-Llacuna (Lourdes) purchased the subject property from Prosecor. Thereafter, a Deed of Absolute Sale⁷ dated May 27, 1986 was executed by Prosecor, represented by Romulo M. Dimayuga and Manolo B. Llacuna (Manolo), Lourdes' husband, in favor of Lourdes. Notably, Lourdes and her family have lived in the subject property from the time it was acquired from Prosecor and until the present.⁸

However, despite full payment and the execution of the Deed of Absolute Sale, Prosecor failed to deliver the title of the subject property to Lourdes.⁹ Thus, the title of the subject property – TCT No. 186004 – remained under the name of Lopez.

Eventually, Prosecor was dissolved.¹⁰

On May 11, 1993, an Assignment of Mortgage¹¹ involving the subject property was executed by Provident Savings Bank (PSB), represented by Atty. De Leon, as President thereof. Under the Assignment of Mortgage, PSB, as the assignor, assigned its rights and interests over the real estate mortgage covering the subject property (still under the name of Lopez) to J.M. Tuason & Co., Inc., the assignee.

Sometime in the mid-1990s, Atty. De Leon resigned as President of PSB.¹² Thereafter, on June 30, 1996, PSB was dissolved.¹³

In February 2012, Lourdes acquired a certified true copy of TCT No. 186004 from the Registry of Deeds of Marikina City. She was surprised to find an annotation on TCT No. 186004 regarding the Assignment of Mortgage between PSB and J.M. Tuason & Co., Inc.¹⁴ Notably, upon learning of such Assignment of Mortgage, Lourdes did not cause the annotation of an adverse claim on TCT No. 186004 despite her claim of ownership over the subject property in view of the Deed of Absolute Sale executed by Prosecor in her favor.

⁵ Id. at 125-128.

⁶ Id. at 211.

⁷ Id. at 104.

⁸ Id. at 99.

⁹ Id. at 100.

¹⁰ Id. at 179.

¹¹ Id. at 105.

¹² Id. at 11.

¹³ Id. at 76 and 249-256.

¹⁴ Id. at 211.

To protect her rights over the subject property, Lourdes obtained the services of counsel. Thereafter, on September 13, 2012 and September 20, 2012, Lourdes' counsel sent demand letters to Atty. De Leon, asking him to deliver TCT No. 186004 to Lourdes within five days:

ATTY. ROBERTO F. DE LEON
No. 58 Saint Mary Avenue,
Barangay Tañong, Marikina City

Greetings:

The undersigned is representing MRS. LOURDES S. ASOMBRADO-LLACUNA in connection with her claim for non-delivery of Torrens Title of the Lot covered by Transfer Certificate of Title No. 186004 which was acquired from PROVIDENT SECURITIES CORPORATION (PROSECOR).

MRS. LOURDES S. ASOMBRADO-LLACUNA has acquired the property in good faith and has been fully paid as of December 1983.

Demand is made upon ATTY. ROBERTO F. DE LEON to deliver the Torrens Title in favor of MRS. LOURDES S. ASOMBRADO-LLACUNA within 5 days from receipt hereof.

Failing which legal action such as complaint before the Housing and Land Use Regulatory Board (HLURB) and other legal action are inevitable.

We hope to hear from you within 5 days from receipt of this notice.

Thank you.¹⁵ (Emphasis supplied)

Atty. De Leon did not respond to these demand letters.¹⁶

Proceedings before the HLURB

On September 21, 2012, Lourdes filed a Complaint¹⁷ against Atty. De Leon and PSB before the HLURB, praying for the following:

WHEREFORE, it is respectfully prayed that after hearing judgment be rendered:

¹⁵ Id. at 110-111.

¹⁶ Id. at 211.

¹⁷ Id. at 99-103.

A

- a. Ordering Respondents jointly or collectively to **deliver Transfer Certificate of Title No. 186004** in favor of Complainant;
- b. Ordering the Respondents jointly and severally to pay Complainant for moral damages in the amount of FIVE HUNDRED THOUSAND PESOS (P500,000.00);
- c. Ordering Respondents jointly and severally to pay Complainant TWO HUNDRED THOUSAND PESOS (P200,000.00) by way of Attorney's fee;
- d. Ordering to pay Respondents cost of suit.¹⁸ (Emphasis supplied)

On October 23, 2012, Atty. De Leon received a copy of the summons issued by the HLURB directing him to file his answer to Lourdes' complaint.¹⁹ On October 30, 2012, Atty. De Leon filed his Answer.²⁰

In his answer, Atty. De Leon prayed for the dismissal of the complaint based on: (1) lack of jurisdiction over the subject matter; (2) failure to state a cause of action; and (3) prescription and laches.²¹

Atty. De Leon argued that the HLURB has no jurisdiction over the subject matter of the case because the complaint was instituted by a subdivision lot buyer, not against the developer, but against a banking institution.²² Moreover, Atty. De Leon argued that the dismissal of the case is warranted because the complaint failed to state a cause of action, inasmuch as Atty. De Leon and PSB are not the real parties-in-interest. Atty. De Leon emphasized that the real party-in-interest is Prosecor, which is a separate and distinct entity from PSB.²³ Finally, Atty. De Leon alleged that Lourdes' cause of action has prescribed and is barred by laches, considering that the complaint was instituted more than 26 years from the execution of the Deed of Absolute Sale in 1986.²⁴

Thereafter, both parties submitted their respective position papers. In Lourdes' Position Paper,²⁵ she attached her Judicial Affidavit²⁶ and the judicial affidavit²⁷ of her husband, Manolo. Notably, in Manolo's judicial

¹⁸ Id. at 101.

¹⁹ Id. at 11.

²⁰ Id. at 46-61.

²¹ Id. at 48.

²² Id. at 48-52.

²³ Id. at 52-55.

²⁴ Id. at 55-56.

²⁵ Id. at 112-117.

²⁶ Id. at 118-123.

²⁷ Id. at 132-135.

affidavit, he alleged that Prosecor and PSB share the same Chairman and President.²⁸

Meanwhile, in Atty. De Leon's Position Paper,²⁹ he reiterated his arguments that: (1) the HLURB has no jurisdiction over the subject matter of the case because PSB is not the owner, developer, broker, or the seller of the subject property, nor is there any showing that PSB is the successor-in-interest of Prosecor; (2) he and PSB are not the real parties-in-interest in the case; and (3) Lourdes' cause of action has already prescribed.³⁰

On March 1, 2016, the HLURB, through Arbiter Lorina Rigor, rendered a Decision which dismissed Lourdes' complaint for the following reasons: (1) the complaint was not filed against an indispensable party – Prosecor, the seller/developer of the subject property; and (2) the complaint failed to prove by any evidence that PSB, a banking institution, is the successor-in-interest of Prosecor.³¹

Aggrieved, Lourdes filed her Verified Petition for Review³² before the HLURB Board of Commissioners, where she claimed, among others, that PSB is the successor-in-interest of Prosecor, and stated that since her husband Manolo worked as Prosecor's Chief Accountant from 1966 to 1987, Manolo had "inside information of what is the real score of Prosecor and PSB with Mr. De Leon."³³

However, on June 16, 2016, the HLURB Board of Commissioners denied Lourdes' verified petition for review, viz.:

WHEREFORE, the complainant's appeal is denied.

SO ORDERED.³⁴

Appeal before the CA

Undeterred by the adverse ruling of the HLURB Board of Commissioners, Lourdes filed a petition for review under Rule 43 before the CA, where she raised the following issues:

²⁸ Id. at 134.

²⁹ Id. at 136-145.

³⁰ Id. at 141-143.

³¹ Id. at 13.

³² Id. at 172-192.

³³ Id. at 174-175.

³⁴ Id. at 35.

I

WHETHER OR NOT THE HLURB BOARD OF COMMISSIONERS SERIOUSLY ERRED IN DENYING THE APPEAL AND AFFIRMING THE DECISION OF THE HLURB ARBITER.

II

WHETHER OR NOT THE HLURB ARBITER COMMITTED SERIOUS ERROR IN DISMISSING THE COMPLAINT FOR FAILURE TO IMPLEAD AN INDISPENSIBLE PARTY.

III

WHETHER OR NOT RESPONDENTS CAN BE HELD LIABLE FOR THE DELIVERY OF TITLE AND DAMAGES.³⁵

On June 19, 2017, Atty. De Leon filed his comment/opposition to Lourdes' petition for review, where he argued that: (1) the petition for review must be dismissed on the ground of failure to exhaust all available remedies prior to resorting to judicial intervention; (2) the HLURB Board of Commissioners did not commit any reversible error in denying Lourdes' appeal for her failure to implead an indispensable party; and (c) he is entitled to recover damages because of Lourdes' filing of a baseless complaint.³⁶

On October 15, 2018, the CA issued its Decision,³⁷ the dispositive portion of which reads:

WHEREFORE, the challenged Decision of HLURB Board of Commissioners is **SET ASIDE**. Let the case be **REMANDED** to the HLURB Expanded National Capital Region Field Office for the inclusion of Provident Securities Corporation (Prosecor) as an indispensable party-defendant and for the conduct of appropriate further proceedings.

SO ORDERED.³⁸

In resolving to set aside the HLURB Board of Commissioner's decision, the CA noted that Prosecor is an indispensable party in the HLURB case, but emphasized that the failure to implead an indispensable party is a curable error and does not warrant the dismissal of the case. Thus, the CA ordered for a remand of the case to the HLURB Expanded National Capital Region Field Office for the inclusion of Prosecor as in indispensable party-defendant and for the conduct of appropriate further proceedings.³⁹

³⁵ Id. at 35-36.

³⁶ Id. at 14.

³⁷ Id. at 33-42.

³⁸ Id. at 41.

³⁹ Id. at 39-41.

Subsequently, Atty. De Leon moved for the reconsideration of the CA's decision, but the same was denied in the CA's Resolution⁴⁰ dated March 12, 2019. In denying Atty. De Leon's motion for reconsideration, the CA held that the doctrine of exhaustion of administrative remedies admits certain exceptions, and the case falls within one of these exceptions because the issue raised by Lourdes – whether the dismissal of the complaint by the HLURB Arbiter and the Board of Commissioners anchored on the failure of Lourdes to implead an indispensable party is correct or not – is purely a legal issue.⁴¹

The Instant Petition

On May 14, 2019, Atty. De Leon filed the instant petition where he raised the following issues:

A.

The Court of Appeals decided the case in a way not in accord with law or with applicable jurisprudence when it disregarded the long-established Doctrine of Exhaustion of Administrative Remedies in HLURB cases.

B.

The Court of Appeals decided the case in a way not in accord with law or with applicable jurisprudence when it set aside the correct ruling of the HLURB Board of Commissioners in dismissing the complaint for failure to implead an indispensable party.⁴²

In his petition, Atty. De Leon argued that the CA should have dismissed Lourdes' petition for review because Lourdes failed to observe the doctrine of exhaustion of administrative remedies. HLURB Resolution No. 851, series of 2009, provides that an appeal of a decision rendered by the Board of Commissioners may only be made before the Office of the President. Failure to avail of this administrative remedy results in a premature invocation of the court's intervention, which renders the complaint dismissible for lack of cause of action.⁴³

Atty. De Leon likewise emphasized in his petition that under Section 25 of Presidential Decree (P.D.) No. 957, the obligation to issue and deliver the title of real property falls upon the owner or developer thereof.⁴⁴ Thus,

⁴⁰ Id. at 44.

⁴¹ Id.

⁴² Id. at 15.

⁴³ Id. at 15-20.

⁴⁴ PRESIDENTIAL DECREE NO. 957, Section 25 provides:

Section 25. *Issuance of Title.* The owner or developer shall deliver the title of the lot or unit to the buyer upon full payment of the lot or unit. No fee, except those required for the registration of the

Lourdes' cause of action to recover the title of the subject property is with Prosecor, which, as admitted by Lourdes, sold the subject property to her. Being the party solely responsible and obligated to deliver the title of the subject property, Prosecor should have been impleaded as an indispensable party-defendant in the HLURB case.⁴⁵

Moreover, Atty. De Leon contended that there is no privity of contract between Lourdes and PSB, and Lourdes failed to adduce any evidence to show that PSB is the successor-in-interest of Prosecor. As such, PSB, as well as Atty. De Leon, as PSB's former President, are not the real parties-in-interest against whom the case may be prosecuted. For this reason, no reliefs may be claimed against PSB nor Atty. De Leon.⁴⁶

While Atty. De Leon recognized in his petition that the non-joinder of an indispensable party is not a ground for dismissal, he alleged that the circumstances of the case show that Lourdes intentionally omitted to implead Prosecor despite ample opportunity to do so. Thus, any order from the HLURB directing the inclusion of Prosecor will be futile.⁴⁷

Finally, Atty. De Leon argued that the CA erred when it did not dismiss Lourdes' petition for review on the ground of prescription and laches. According to Atty. De Leon, Lourdes' cause of action is based on the Deed of Absolute Sale, which was executed in 1986 or 26 years prior to the institution of her complaint before the HLURB. Considering that, pursuant to Article 1144 of the Civil Code,⁴⁸ a cause of action based on a written contract prescribes in 10 years, Lourdes' cause of action has already prescribed and is barred by laches.⁴⁹

Meanwhile, on October 24, 2019, Lourdes filed her Comment,⁵⁰ where she argued that the doctrine of exhaustion of administrative remedies is not applicable to the case, as the issue she raised is purely a question of law, and there is no other plain, speedy, and adequate remedy available to

deed of sale in the Registry of Deeds, shall be collected for the issuance of such title. In the event a mortgage over the lot or unit is outstanding at the time of the issuance of the title to the buyer, the owner or developer shall redeem the mortgage or the corresponding portion thereof within six months from such issuance in order that the title over any fully paid lot or unit may be secured and delivered to the buyer in accordance herewith. (Emphasis supplied)

⁴⁵ Id. at 22-23.

⁴⁶ Id. at 23-24.

⁴⁷ Id. at 25.

⁴⁸ CIVIL CODE, Article 1144 provides:

Article 1144. The following actions must be brought within ten years from the time the right of action accrues:

- (1) Upon a written contract;
- (2) Upon an obligation created by law;
- (3) Upon a judgment. (Emphasis supplied)

⁴⁹ *Rollo*, pp. 19-20.

⁵⁰ Id. at 210-221.

her.⁵¹ In her comment, Lourdes also emphasized that the CA did not err when it set aside the decisions of the HLURB Arbiter and the Board of Commissioners considering that failure to implead indispensable parties is not a ground for the dismissal of an action.⁵² Finally, as regards the issue of prescription and laches raised by Atty. De Leon in his petition, Lourdes argued that such issue was never raised before the CA. Nonetheless, Lourdes alleged that: (1) her cause of action has not prescribed because she only discovered the Deed of Assignment of Mortgage in 2012; and (2) she never slept on her rights because she had requested for the delivery of the title of the subject property as soon as the Deed of Absolute Sale was executed in 1986.⁵³

The Court's Ruling

The petition is partly meritorious.

This Court agrees with the CA that the doctrine of exhaustion of administrative remedies indeed admits certain exceptions. As instructively held in *Department of Finance v. Dela Cruz, Jr.*:⁵⁴

The doctrine of exhaustion of administrative remedies allows administrative agencies to carry out their functions and discharge their responsibilities within the specialized areas of their respective competence. The doctrine entails lesser expenses and provides for the speedier resolution of controversies. Therefore, direct recourse to the trial court, when administrative remedies are available, is a ground for dismissal of the action.

The doctrine, however, is not without exceptions. Among the exceptions are: (1) where there is estoppel on the part of the party invoking the doctrine; (2) where the challenged administrative act is patently illegal, amounting to lack of jurisdiction; (3) where there is unreasonable delay or official inaction that will irretrievably prejudice the complainant; (4) where the amount involved is relatively so small as to make the rule impractical and oppressive; (5) **where the question involved is purely legal and will ultimately have to be decided by the courts of justice**; (6) where judicial intervention is urgent; (7) where the application of the doctrine may cause great and irreparable damage; (8) where the controverted acts violate due process; (9) where the issue of non-exhaustion of administrative remedies had been rendered moot; (10) where there is no other plain, speedy and adequate remedy; (11) where strong public interest is involved; and (12) in *quo warranto* proceedings.⁵⁵ (Emphasis supplied; citations omitted)

⁵¹ Id. at 212-215.

⁵² Id. at 215-217.

⁵³ Id. at 217-218.

⁵⁴ 767 Phil. 611 (2015).

⁵⁵ Id. at 621.

In this case, and as aptly pointed out by the CA, the main issue raised by Lourdes in her petition for review before the CA is purely legal – whether the dismissal of the complaint by the HLURB Arbiter and the Board of Commissioners anchored on the failure of Lourdes to implead an indispensable party is correct or not. Thus, this Court finds that the CA did not err when it did not dismiss Lourdes' petition for review for failure to observe the doctrine of exhaustion of administrative remedies, considering that such non-observance was justified.

This Court likewise agrees with the CA's ruling that the failure to implead indispensable parties does not warrant the outright dismissal of the case. In *Collao, Jr. v. Albania*,⁵⁶ this Court declared that the non-joinder of indispensable parties is not a ground for the dismissal of an action, viz.:

Settled is the rule that **the non-joinder of indispensable parties is not a ground for the dismissal of an action**. The remedy, instead, is to implead the non-party claimed to be indispensable. Parties may be added by order of the court on motion of the party or on its own initiative at any stage of the action and/or at such times as are just. If the plaintiff refuses to implead an indispensable party despite the order of the court, then the court may dismiss the complaint for the plaintiff's failure to comply with a lawful court order. The operative act, then, that would lead to the dismissal of the case would be the refusal to comply with the directive of the court for the joinder of an indispensable party to the case. This is in accordance with the proper administration of justice and the prevention of further delay and multiplicity of suits.⁵⁷ (Emphasis supplied; citations omitted)

However, notwithstanding these correct observations by the CA, this Court finds that the CA erred when it did not affirm the dismissal of the HLURB case, but rather, ordered its remand to the HLURB.

First, it is admitted that Prosecor has already been dissolved. Thus, ordering the inclusion of Prosecor as an indispensable party-defendant in the HLURB case is an exercise of futility. Section 8, Rule 3 of HLURB Resolution No. 980, series of 2019, otherwise known as the 2019 HLURB Rules of Procedure, provides that only natural or juridical persons may be parties in a case before the HLURB, to wit:

Section 8. *Parties*. - Every action or proceeding must be prosecuted and defended in the name of the real party-in-interest.

⁵⁶ G.R. No. 228905, July 15, 2020.

⁵⁷ *Id.*

All natural or juridical persons who claim an interest in the subject matter of the action or proceeding and in obtaining the relief demanded shall be joined and referred to as "complainants".

All natural or juridical persons who claim an interest in the controversy or in the subject matter thereof adverse to the complainant, or who are necessary to a complete determination or settlement of the issues involved therein, shall be joined and referred to as "respondents".

In this case, Prosecor may no longer be impleaded in the HLURB case because it lost its juridical personality from the time it was dissolved.⁵⁸ Stated differently, Prosecor can no longer be considered a juridical person which can be made a party to the HLURB case, and no reliefs can be had against it.

Second, there is no evidence that PSB is the successor-in-interest of Prosecor. Apart from the unsubstantiated allegations of Lourdes, supposedly based on "insider information," Lourdes did not present any piece of evidence which demonstrates that PSB assumed all the obligations of Prosecor.

Undeniably, Lourdes has no cause of action against PSB, considering that PSB did not inherit from Prosecor the obligation to issue and deliver the title of the subject property to Lourdes. In any case, even assuming that PSB can be considered as Prosecor's successor-in-interest, PSB has likewise been dissolved. As such, it can no longer be made a party in the HLURB case because, as stated above, and similar to Prosecor, no reliefs can be had against PSB whose juridical personality has expired.

Third, Lourdes likewise does not have any cause of action against Atty. De Leon, considering that Atty. De Leon was merely acting as the President of PSB, which, to reiterate, had no obligation to issue or deliver the title of the subject property to Lourdes. Moreover, even assuming that PSB is liable to issue and deliver the title of the subject property to Lourdes, Atty. De Leon cannot be made personally liable therefor. As held in *Heirs of Fe Tan Uy v. International Exchange Bank*:⁵⁹

⁵⁸ See Section 18 of Republic Act No. 11232, which provides:

Section. 18. *Registration, Incorporation and Commencement of Corporate Existence.* - x x x

x x x x

A private corporation organized under this Code commences its **corporate existence and juridical personality** from the date the Commission issues the certificate of incorporation under its official seal and thereupon the incorporators, stockholders/members and their successors shall constitute a body corporate under the name stated in the articles of incorporation **for the period of time mentioned therein, unless said period is extended or the corporation is sooner dissolved in accordance with law.** (Emphasis supplied)

⁵⁹ 703 Phil. 477 (2013).


Basic is the rule in corporation law that a corporation is a juridical entity which is vested with a legal personality separate and distinct from those acting for and in its behalf and, in general, from the people comprising it. Following this principle, obligations incurred by the corporation, acting through its directors, officers and employees, are its sole liabilities. A director, officer or employee of a corporation is generally not held personally liable for obligations incurred by the corporation. Nevertheless, this legal fiction may be disregarded if it is used as a means to perpetrate fraud or an illegal act, or as a vehicle for the evasion of an existing obligation, the circumvention of statutes, or to confuse legitimate issues.⁶⁰ (Emphasis supplied; citations omitted)

Following this well-settled rule that officers of a corporation are generally not liable for the obligations of the corporation, it is beyond cavil that Atty. De Leon cannot be made personally liable for Prosecor's failure to issue and deliver the title of the subject property to Lourdes. To reiterate: (1) Atty. De Leon, as former President of PSB, was only acting for and in behalf of PSB; and (2) there is no proof that PSB is the successor-in-interest of Prosecor.

For these reasons, the Court finds the dismissal of the HLURB case proper. While the Court commiserates with Lourdes' circumstances, considering that it has been more than three decades since she acquired the subject property from Prosecor, it bears emphasis that Lourdes may still avail of the appropriate judicial remedies to acquire the title of the subject property and have the same definitively declared as hers. Unfortunately, a petition for review on *certiorari* before this Court is not the proper remedy for Lourdes to obtain the ultimate reliefs prayed for. Meanwhile, as regards the issues of prescription and laches, this Court finds that such issues will be better resolved in the appropriate proceedings.

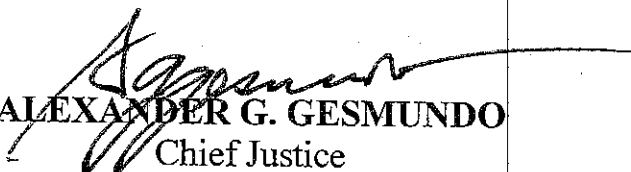
WHEREFORE, the Petition for Review on *Certiorari* dated May 14, 2019 filed by Atty. Roberto F. De Leon is **GRANTED**. The Decision dated June 16, 2016 of the Housing and Land Use Regulatory Board Board of Commissioners, insofar as it dismissed the complaint filed by Lourdes S. Asombrado-Llacuna against Atty. Roberto F. De Leon and Provident Savings Bank is **REINSTATED**.

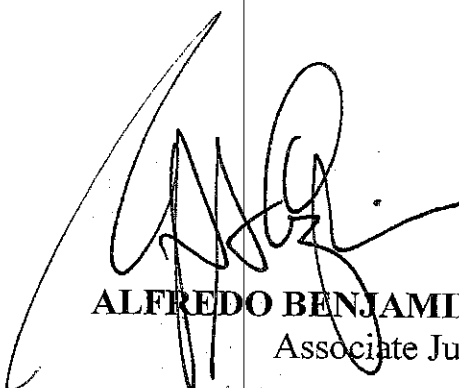
SO ORDERED.


SAMUEL H. GAERLAN
Associate Justice

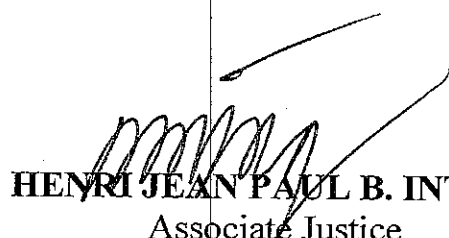
⁶⁰ Id. at 484-485.

WE CONCUR:


ALEXANDER G. GESMUNDO
Chief Justice
Chairperson



ALFREDO BENJAMIN S. CAGUIOA
Associate Justice



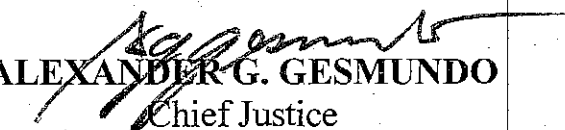
HENRI JEAN PAUL B. INTING
Associate Justice



JAPAR B. DIMAAMPAO
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.


ALEXANDER G. GESMUNDO
Chief Justice

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