



Republic of the Philippines
Supreme Court
 Baguio City

SUPREME COURT OF THE PHILIPPINES
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FIRST DIVISION

WILLIAM ANGHIAN SIY,
Petitioner,

G.R. No. 205998

Present:

- versus -

SERENO, *C.J., Chairperson,*
 LEONARDO-DE CASTRO,
 DEL CASTILLO,
 PERLAS-BERNABE, *and*
 CAGUIOA, *JJ.*

ALVIN TOMLIN,
Respondent.

Promulgated:
APR 24 2017

X-----X

DECISION

DEL CASTILLO, J.:

This Petition for Review on *Certiorari*¹ assails the October 9, 2012 Decision² and February 19, 2013 Resolution³ of the Court of Appeals (CA) which respectively granted the respondent's Petition for *Certiorari* and denied petitioner's Motion for Reconsideration⁴ in CA-G.R. SP No. 124967.

Factual Antecedents

In July, 2011, petitioner William Anghian Siy filed before the Regional Trial Court of Quezon City (RTC) a Complaint for Recovery of Possession with Prayer for Replevin⁵ against Frankie Domanog Ong (Ong), Chris Centeno (Centeno), John Co Chua (Chua), and herein respondent Alvin Tomlin. The case was docketed as Civil Case No. Q-11-69644 and assigned to RTC Branch 224.

In his Complaint, petitioner alleged that he is the owner of a 2007 model Range Rover with Plate Number ZMG 272 which he purchased from Alberto

¹ *Rollo*, pp. 12-37.

² *Id.* at 42-52; penned by Associate Justice Marlene Gonzales-Sison and concurred in by Associate Justices Hakim S. Abdulwahid and Edwin D. Sorongon.

³ *Id.* at 39-40.

⁴ *Id.* at 274-287.

⁵ *Id.* at 62-71.

Lopez III (Lopez) on July 22, 2009; that in 2010, he entrusted the said vehicle to Ong, a businessman who owned a second-hand car sales showroom (“Motortrend” in Katipunan, Quezon City), after the latter claimed that he had a prospective buyer therefor; that Ong failed to remit the proceeds of the purported sale nor return the vehicle; that petitioner later found out that the vehicle had been transferred to Chua; that in December, 2010, petitioner filed a complaint before the Quezon City Police District’s Anti-Carnapping Section; that Ong, upon learning of the complaint, met with petitioner to arrange the return of the vehicle; that Ong still failed to surrender the vehicle; that petitioner learned that the vehicle was being transferred to respondent; and that the vehicle was later impounded and taken into custody by the PNP-Highway Patrol Group (HPG) at Camp Crame, Quezon City after respondent attempted to process a PNP clearance of the vehicle with a view to transferring ownership thereof. Petitioner thus prayed that a writ of replevin be issued for the return of the vehicle to him, and that the defendants be ordered to pay him ₱100,000.00 attorney’s fees and the costs of suit.

After hearing the application, the trial court issued a July 29, 2011 Order⁶ decreeing as follows:

WHEREFORE, in view of the foregoing, and with the ADMISSION of the plaintiff’s Documentary Exhibits in support of this Application, issue a Writ of Replevin in favor of the plaintiff subject to the posting of the bond in the amount of EIGHT MILLION PESOS (Php8,000,000.00) to be executed in favor of the defendants for the return of the said property if such return be adjudged, and for the payment to the adverse parties of such sum as they may recover from the applicant in this action.

SO ORDERED.⁷

Petitioner posted the required ₱8 million bond⁸ which was approved by the trial court.⁹ A Writ of Replevin¹⁰ was then issued.

The subject vehicle was seized by the court-appointed special sheriff who then filed the corresponding Sheriff’s Return.¹¹

On August 17, 2011, respondent filed an Omnibus Motion¹² seeking to quash the Writ of Replevin, dismiss the Complaint, and turn over or return the vehicle to him. Respondent claimed that he is the lawful and registered owner of the subject vehicle, having bought the same and caused registration thereof in his name on March 7, 2011; that the Complaint in Civil Case No. Q-11-69644 should

⁶ Id. at 91-92; penned by Presiding Judge Tita Marilyn Payoyo-Villordon.

⁷ Id. at 92.

⁸ Id. at 93.

⁹ Id. at 94.

¹⁰ Id. at 95-96.

¹¹ Id. at 99-100.

¹² Id. at 101-134.

be dismissed for failure to pay the correct amount of docket fees; that the Complaint is defective for failing to allege the correct and material facts as to ownership, possession/detention by defendant, warranty against distraint/levy/seizure, and actual value of the vehicle; and that the implementation of the writ was attended by procedural irregularities.

Particularly, respondent argued that petitioner could not prove his ownership of the vehicle as the only pieces of evidence he presented in this regard were a manager's check and cash voucher as proof of payment, and the affidavit of Lopez attesting to the sale between him and petitioner which are insufficient; that in fact, he is the registered owner of the vehicle, as shown by the Official Receipt and Certificate of Registration¹³ dated March 7, 2011 issued in his name by the Land Transportation Office (LTO); that it has not been shown that he wrongfully detained the vehicle, as petitioner was never in possession thereof, since the same was already detained and seized by the HPG at the time; that petitioner failed to allege, as required under Section 2 of Rule 60 of the 1997 Rules of Civil Procedure¹⁴ (1997 Rules), that the vehicle has not been distrained or taken for a tax assessment or a fine pursuant to law, or seized under a writ of execution or preliminary attachment, or otherwise placed under *custodia legis*, or if so seized, that it is exempt from such seizure or custody; and that petitioner failed to allege the actual market value (₱4 million) of the vehicle, and instead, he intentionally understated its value at only ₱2 million in order to avoid paying the correct docket fees.

As for the alleged procedural defects, respondent claimed that the sheriff implemented the writ against the HPG, which is not a party to the case; that the Complaint must be dismissed for failure to pay the correct docket fees based on the actual value of the vehicle; and that the trial court acted with undue haste in granting the writ of replevin.

Finally, respondent argued that he is the true owner of the subject vehicle as he was able to register the transfer in his favor and obtain a certificate of registration in his name; and that as between petitioner's documentary evidence and his official registration documents, the latter should prevail.

¹³ Id. at 397-398.

¹⁴ Sec. 2. Affidavit and bond. – The applicant must show by his own affidavit or that of some other person who personally knows the facts:

(a) That the applicant is the owner of the property claimed, particularly describing it, or is entitled to the possession thereof;

(b) That the property is wrongfully detained by the adverse party, alleging the cause of detention thereof according to the best of his knowledge, information, and belief;

(c) That the property has not been distrained or taken for a tax assessment or a fine pursuant to law, or seized under a writ of execution or preliminary attachment, or otherwise placed under *custodia legis*, or if so seized, that it is exempt from such seizure or custody; and

(d) The actual market value of the property.

The applicant must also give a bond, executed to the adverse party in double the value of the property as stated in the affidavit aforementioned, for the return of the property to the adverse party if such return be adjudged, and for the payment to the adverse party of such sum as he may recover from the application in the action.

Petitioner filed his Opposition/Comment¹⁵ to the omnibus motion.

Ruling of the Regional Trial Court

On November 21, 2011, the trial court issued an Order¹⁶ denying respondent's Omnibus Motion for lack of merit. It held that respondent's remedy is not to move to quash the writ of replevin, but to post a counterbond within the reglementary period allowed under the 1997 Rules; that for failure to post said counterbond, respondent's prayer for the return of the vehicle to him is premature; that the issues of ownership and insufficiency of the allegations in the complaint are best determined during trial; and that an allegation of undervaluation of the vehicle cannot divest the court of jurisdiction.

Respondent moved for reconsideration, but he was rebuffed just the same.

Ruling of the Court of Appeals

Respondent filed a Petition for *Certiorari*¹⁷ before the CA docketed as CA-G.R. SP No. 124967 claiming as he did in his Omnibus Motion that the trial court should have dismissed Civil Case No. Q-11-69644 on account of failure to pay the correct docket fees, defective complaint, procedural irregularities in the service of the writ of replevin, the fact that he is the registered owner of the subject vehicle, and for the reason that the trial court irregularly took cognizance of the case during the period for inventory of its cases. Respondent sought injunctive relief as well.

On October 9, 2012, the CA rendered the assailed Decision granting the Petition. It held that the trial court did not acquire jurisdiction over the instant case for failure of petitioner to pay the correct docket fees, since petitioner misdeclared the value of the subject vehicle at only ₱2 million in his Complaint, when the market value thereof was around ₱4.5 million to ₱5 million; that this misdeclaration was undertaken with the clear intention to defraud the government; and that petitioner failed to comply with the requirements under Section 2, Rule 60 of the 1997 Rules, in that he gave a grossly inadequate value for the subject vehicle in the Complaint and failed to allege therein that the vehicle has not been distrained or taken for a tax assessment or a fine pursuant to law, or seized under a writ of execution or preliminary attachment, or otherwise placed under *custodia legis*.

The CA added that it was improper for the sheriff to serve a copy of the writ of replevin upon the respondent on the day following the seizure of the

¹⁵ *Rollo*, pp. 137-171.

¹⁶ *Id.* at 195-198.

¹⁷ *Id.* at 201-245.

subject vehicle, and not prior to the taking thereof; that the trial court is deemed to have acted without or in excess of its jurisdiction when it seized and detained the vehicle on the basis of an improperly served writ; and that respondent was correct in moving to quash the writ, as the proper remedy in case of an improperly served writ of replevin is to file a motion to quash the same or a motion to vacate the order of seizure, and not to file a counterbond as the trial court declared.

The CA thus decreed:

WHEREFORE, premises considered, the instant Petition for *Certiorari* is hereby GRANTED with the following effects:

- 1) [T]he Order dated 21 November 2011 rendered by the Regional Trial Court of Quezon City, Branch 224 is REVERSED and SET ASIDE;
- 2) [T]he Order dated 13 March 2012 similarly rendered by the Regional Trial Court of Quezon City, Branch 224 is REVERSED and SET ASIDE;
- 3) Civil Case No. Q-11-69644 pending before the Regional Trial Court of Quezon City, Branch 224 is hereby DISMISSED for want of jurisdiction;
- 4) The subject Range Rover with plate number ZMG 272 should be RETURNED to the Philippine National Police-Highway Patrol Group for its proper disposition and finally;
- 5) Prayer for the Issuance of Temporary Restraining Order and/or Preliminary Injunction is DENIED for being moot and academic.

SO ORDERED.¹⁸

Petitioner moved to reconsider, but in its assailed February 19, 2013 Resolution, the CA remained unconvinced. Hence, the present Petition.

In a November 10, 2014 Resolution,¹⁹ this Court resolved to give due course to the Petition.

Issues

Petitioner pleads the following assignment of errors:



¹⁸ Id. at 51.

¹⁹ Id. at 435-436.

I.

WHETHER X X X THE TRIAL COURT HAS ACQUIRED JURISDICTION OVER THE SUBJECT MATTER OF THE COMPLAINT FOR RECOVERY OF POSSESSION WITH PRAYER FOR REPLEVIN.

II.

WHETHER X X X THE PETITIONER FAILED TO ALLEGE ALL THE MATERIAL FACTS IN THE COMPLAINT FOR REPLEVIN AND AFFIDAVIT OF MERIT UNDER SECTIONS 2 & 4, RULE 60 OF THE REVISED RULES OF COURT.

III.

WHETHER X X X THE SHERIFF PROPERLY IMPLEMENTED THE WRIT OF REPLEVIN BY SERVING THE SAME TO ANY PERSON WHO IS IN POSSESSION OF THE PROPERTY SUBJECT THEREOF.²⁰

Petitioner's Arguments

Praying that the assailed CA dispositions be reversed and set aside and that, instead, Civil Case No. Q-11-69644 be reinstated, petitioner argues that the trial court acquired jurisdiction over the replevin case considering the payment of docket fees based on a valuation of the subject vehicle arrived at in good faith by petitioner, who in estimating the vehicle's value took into consideration various factors such as depreciation, actual condition, year model, and other circumstances; that the payment of an inadequate docket fee is not a ground for dismissal of a case, and the trial court may simply allow the plaintiff to complete the payment of the correct docket fees within a reasonable time;²¹ and that his eventual submission to the trial court's valuation of ₱4 million and his willingness to pay the bond and corresponding docket fee proves his good faith and sincerity.

On the issue relating to his supposed defective complaint on account of insufficient allegations made therein, petitioner contends that there is nothing in the 1997 Rules which requires him to copy the requirements in Section 2 of Rule 60 and incorporate them to the letter in his complaint, as the rule merely requires an applicant in replevin to show the circumstances in his complaint or affidavit of merit, which he claims he did.

Finally, petitioner insists that the writ of replevin was properly served upon respondent. He did not address the issue relating to the sheriff's service of summons, the writ of replevin, and the corresponding order of the trial court on the day following the seizure and detention of the subject vehicle, arguing rather sweepingly that it is sufficient for the sheriff to have served respondent with a copy of the writ of replevin, together with the complaint, affidavit, and bond. He conceded that respondent was in constructive possession of the vehicle, as he was

²⁰ Id. at 27.

²¹ Citing *Sun Insurance Office, Ltd. v. Judge Asuncion*, 252 Phil. 280 (1989) and *United Overseas Bank v. Judge Ros*, 556 Phil. 178 (2007).

the registered owner thereof.

In his Reply,²² petitioner retorts that the Petition is grounded on questions of law; that even though respondent was able to register the vehicle in his name, he is nonetheless a buyer and possessor in bad faith, and thus, the transfer of ownership over the subject vehicle in his favor is illegal; that a criminal case for estafa relative to the vehicle is pending against Ong, Chua, and Centeno; that Lopez's purported sale to Chua was anomalous; and that respondent should have filed a counterbond.

Respondent's Arguments

In his Comment,²³ respondent essentially counters that the Petition should be dismissed as it raises issues of fact; that a liberal application of the rule requiring the payment of correct docket fees cannot apply to petitioner's case since he intentionally defrauded the court in misdeclaring the value of the subject vehicle; that while they need not be stated *verbatim*, the enumeration of required allegations under Section 2 of Rule 60 must still be specifically included in a complaint for replevin or in the accompanying affidavit of merit; that petitioner failed to show that he is the owner of the vehicle or that he is entitled to its possession, and that the vehicle is wrongfully detained by him, and that it has not been distrained, seized or placed under *custodia legis*; and that he is a buyer in good faith and for value.

Our Ruling

The Petition must be denied.

"In a complaint for replevin, the claimant must convincingly show that he is either the owner or clearly entitled to the possession of the object sought to be recovered, and that the defendant, who is in actual or legal possession thereof, wrongfully detains the same."²⁴ "Rule 60 x x x allows a plaintiff, in an action for the recovery of possession of personal property, to apply for a writ of replevin if it can be shown that he is 'the owner of the property claimed . . . or is entitled to the possession thereof.' The plaintiff need not be the owner so long as he is able to specify his right to the possession of the property and his legal basis therefor."²⁵

²² *Rollo*, pp. 410-427.

²³ *Id.* at 302-320.

²⁴ *Superlines Transportation Company, Inc. v. Philippine National Construction Company*, 548 Phil. 354, 364 (2007).

²⁵ *BA Finance Corporation v. Court of Appeals*, 327 Phil. 716, 726-727 (1996), citing *Servicewide Specialists, Inc. v. Court of Appeals*, 321 Phil. 427 (1995).

In *Filinvest Credit Corporation v. Court of Appeals*,²⁶ this Court likewise held that –

x x x It is not only the owner who can institute a replevin suit. A person “entitled to the possession” of the property also can, as provided in the same paragraph cited by the trial court, which reads:

Sec. 2. Affidavit and bond. — Upon applying for such order the plaintiff must show . . .

(a) That the plaintiff is the owner of the property claimed, particularly describing it, or is entitled to the possession thereof; x x x

As correctly cited by respondent in his Comment:²⁷

x x x [A] party praying for the recovery of possession of personal property must show by his own affidavit or that of some other person who personally knows the facts that he is the owner of the property claimed, particularly describing it, or is entitled to the possession thereof. It must be borne in mind that replevin is a possessory action the gist of which focuses on the right of possession that, in turn, is dependent on a legal basis that, not infrequently, looks to the ownership of the object sought to be replevied. Wrongful detention by the defendant of the properties sought in an action for replevin must be satisfactorily established. If only a mechanistic averment thereof is offered, the writ should not be issued.²⁸

Petitioner admits and claims in his pleadings that on July 22, 2009, he purchased the subject vehicle from Lopez, who executed and signed in blank a deed of sale and surrendered all documents of title to him;²⁹ that he did not register the sale in his favor, such that the vehicle remained in the name of Lopez;³⁰ that in September, 2010, he delivered the subject vehicle, together with all its documents of title and the blank deed of sale, to Ong, with the express intention of selling the vehicle through the latter as broker/second hand car dealer; that Ong appears to have issued in his favor two guarantee checks amounting to ₱4.95 million; and that these checks bounced.³¹ Thereafter, Ong was able to sell the vehicle using the deed of sale executed and signed in blank by Lopez to Chua, who secured a certificate of registration in his name.³² Chua then sold the vehicle, via a Deed of Sale of Motor Vehicle dated December 7, 2010, to respondent, who caused registration of the vehicle in his name on March 7, 2011.³³ Apparently, Ong did not remit Chua’s payment to petitioner, prompting the latter to file formal complaints/charges for *1) estafa and carnapping* on May 18, 2011 before the

²⁶ 318 Phil. 653, 669 (1995).

²⁷ *Rollo*, p. 310.

²⁸ *Twin Ace Holdings Corporation v. Rufina and Company*, 523 Phil. 766, 779 (2006).

²⁹ *Rollo*, pp. 16, 74-75.

³⁰ *Id.* at 19.

³¹ *Id.* at 145, 179, 181.

³² *Id.* at 387, 389.

³³ *Id.* at 393, 397-398.

Office of the City Prosecutor of Quezon City, and 2) carnapping on June 15, 2011 before the PNP-HPG in Camp Crame, Quezon City against Ong and Centeno.³⁴ It appears as well that prior to the filing of these formal complaints, or sometime in November, 2010, petitioner appeared before the Quezon City Anti-Carnapping Unit based in Camp Karingal, Quezon City and, claiming that the subject vehicle was carnapped, filed a “Failed to Return Vehicle” report; that on February 23, 2011, petitioner, respondent, Ong, and Chua appeared at Camp Karingal to shed light on the claimed carnapping; that the parties were requested to voluntarily surrender the subject vehicle, but the request proved futile; and that petitioner was instead advised to file appropriate charges and file a complaint with the PNP-HPG in order to include the subject vehicle in the “hold order list”.

This Court is not unaware of the practice by many vehicle buyers and second-hand car traders of not transferring registration and ownership over vehicles purchased from their original owners, and rather instructing the latter to execute and sign in blank deeds of sale covering these vehicles, so that these buyers and dealers may freely and readily trade or re-sell the vehicles in the second-hand car market without difficulty. This way, multiple transfers, sales, or trades of the vehicle using these undated deeds signed in blank become possible, until the latest purchaser decides to actually transfer the certificate of registration in his name. For many car owners-sellers, this is an easy concession; so long as they actually receive the sale price, they will sign sale deeds in blank and surrender them to the buyers or dealers; and for the latter, this is convenient since they can “flip” or re-sell the vehicles to the public many times over with ease, using these blank deeds of sale.

In many cases as well, busy vehicle owners selling their vehicles actually leave them, together with all the documents of title, spare keys, and deeds of sale signed in blank, with second-hand car traders they know and trust, in order for the latter to display these vehicles for actual viewing and inspection by prospective buyers at their lots, warehouses, garages, or showrooms, and to enable the traders to facilitate sales on-the-spot, as-is-where-is, without having to inconvenience the owners with random viewings and inspections of their vehicles. For this kind of arrangement, an agency relationship is created between the vehicle owners, as principals, and the car traders, as agents. The situation is akin to an owner of jewelry who sells the same through an agent, who receives the jewelry in trust and offers it for sale to his/her regular clients; if a sale is made, the agent takes payment under the obligation to remit the same to the jewelry owner, minus the agreed commission or other compensation.

From petitioner’s own account, he constituted and appointed Ong as his agent to sell the vehicle, surrendering to the latter the vehicle, all documents of title pertaining thereto, and a deed of sale signed in blank, with full understanding that Ong would offer and sell the same to his clients or to the public. In return, Ong

³⁴ Id. at 77-82.

accepted the agency by his receipt of the vehicle, the blank deed of sale, and documents of title, and when he gave bond in the form of two guarantee checks worth ₱4.95 million. All these gave Ong the authority to act for and in behalf of petitioner. Under the Civil Code on agency,

Art. 1869. Agency may be express, or implied from the acts of the principal, from his silence or lack of action, or his failure to repudiate the agency, knowing that another person is acting on his behalf without authority.

Agency may be oral, unless the law requires a specific form.

Art. 1870. Acceptance by the agent may also be express, or implied from his acts which carry out the agency, or from his silence or inaction according to the circumstances. (Emphasis and underscoring supplied)

“The basis of agency is representation and the same may be constituted expressly or impliedly. In an implied agency, the principal can be bound by the acts of the implied agent.”³⁵ The same is true with an oral agency.

Acting for and in petitioner’s behalf by virtue of the implied or oral agency, Ong was thus able to sell the vehicle to Chua, but he failed to remit the proceeds thereof to petitioner; his guarantee checks bounced as well. This entitled petitioner to sue for estafa through abuse of confidence. This is exactly what petitioner did: on May 18, 2011, he filed a complaint for estafa and carnapping against Ong before the Quezon City Prosecutor’s Office.

Since Ong was able to sell the subject vehicle to Chua, petitioner thus ceased to be the owner thereof. Nor is he entitled to the possession of the vehicle; together with his ownership, petitioner lost his right of possession over the vehicle. His argument that respondent is a buyer in bad faith, when the latter nonetheless proceeded with the purchase and registration of the vehicle on March 7, 2011, despite having been apprised of petitioner’s earlier November, 2010 “Failed to Return Vehicle” report filed with the PNP-HPG, is unavailing. Petitioner had no right to file said report, as he was no longer the owner of the vehicle at the time; indeed, his right of action is only against Ong, for collection of the proceeds of the sale.

Considering that he was no longer the owner or rightful possessor of the subject vehicle at the time he filed Civil Case No. Q-11-69644 in July, 2011, petitioner may not seek a return of the same through replevin. Quite the contrary, respondent, who obtained the vehicle from Chua and registered the transfer with the Land Transportation Office, is the rightful owner thereof, and as such, he is entitled to its possession. For this reason, the CA was correct in decreeing the dismissal of Civil Case No. Q-11-69644, although it erred in ordering the return of

³⁵ *M.V. Casaclang Construction and Supply v. Hora*, G.R. No. 149881, Resolution of the Court dated July 26, 2006.

the vehicle to the PNP-HPG, which had no further right to hold the vehicle in its custody. As the registered and rightful owner of the subject vehicle, the trial court must return the same to respondent.

Petitioner cannot be allowed to cut his losses by ostensibly securing the recovery of the subject vehicle in lieu of its price, which Ong failed and continues to fail to remit. On the other hand, Ong's declarations contained in his Affidavit,³⁶ to the effect that petitioner remains the owner of the vehicle, and that Chua came into illegal possession and ownership of the same by unlawfully appropriating the same for himself without paying for it, are unavailing. Faced with a possible criminal charge for estafa initiated by petitioner for failing or refusing to remit the price for the subject vehicle, Ong's declarations are considered self-serving, that is, calculated to free himself from the criminal charge. The premise is that by helping petitioner to actually recover his vehicle by insisting that the same was unlawfully taken from him, instead of remitting its price to petitioner, Ong expects that he and petitioner may redeem themselves from their bad judgment; for the petitioner, the mistake of bestowing his full faith and confidence upon Ong, and blindly surrendering the vehicle, its documents of title, and a deed of sale executed and signed in blank, to the latter; and for Ong, his failure to remit the proceeds of the sale to petitioner; and petitioner might then opt to desist from pursuing the estafa and other criminal charges against him.

Having disposed of the case in the foregoing manner, there is no need to discuss the other issues raised by the parties.

WHEREFORE, the Petition is **DENIED**. The October 9, 2012 Decision and February 19, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 124967 are **AFFIRMED WITH MODIFICATION**, in that the subject Land Rover Range Rover, with Plate Number ZMG 272 and particularly described in and made subject of these proceedings, is **ORDERED RETURNED** to respondent Alvin Tomlin as its registered owner.

SO ORDERED.


MARIANO C. DEL CASTILLO
Associate Justice

³⁶ *Rollo*, pp. 177-178.

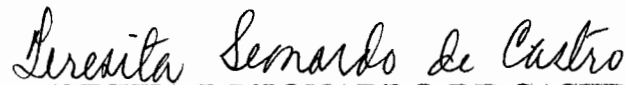
WE CONCUR:



MARIA LOURDES P. A. SERENO

Chief Justice

Chairperson



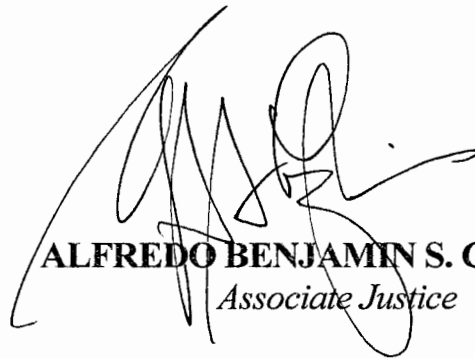
TERESITA J. LEONARDO-DE CASTRO

Associate Justice



ESTELA M. PERLAS-BERNABE

Associate Justice



ALFREDO BENJAMIN S. CAGUIOA

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

