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MISAEL DOMINGO C. BATTUNG III
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Third Division

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Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

UEM MARA PHILIPPINES CORPORATION (now known as CAVITEX INFRASTRUCTURE CORPORATION),
Petitioner,

- versus -

ALEJANDRO NG WEE,
Respondent.

G.R. No. 206563

Present:

LEONEN,* *J.*,
Chairperson,
GESMUNDO,
Acting Chairperson,
CARANDANG,
ZALAMEDA, *and*
GAERLAN, *JJ.*

Promulgated:
October 14, 2020

x---x

DECISION

GAERLAN, *J.*:

This is a petition for review on *certiorari* under Rule 45 of the Revised Rules of Court against the August 29, 2012 Decision[1] and the March 27, 2013 Resolution[2] of the Court of Appeals (CA) in CA-G.R. SP No. 120695, which reinstated the writ of preliminary attachment on the share of petitioner UEM Mara Philippines Corporation (UEM MARA) in the income of the Manila-Cavite Tollway Project. The said writ was issued by the Regional Trial Court (RTC) of Manila, Branch 39, in a case for sum of money docketed as Civil Case No. 00-99006.

The antecedent facts are recounted by the CA as follows:

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* On official leave.

1 *Rollo*, pp. 13-31; penned by Associate Justice Romeo F. Barza, with the concurrence of Associate Justices Noel G. Tijam (now a retired Member of this Court) and Ramon A. Cruz.

2 Id. at 33-34.

Civil Case No. 00-99006 stems from a Complaint for sum of money, which included an application for the issuance of a writ of preliminary attachment, filed by [Alejandro Ng Wee][3] against [UEM MARA] along with several other defendants namely: Luis Juan L. Virata, Power Merge Corporation, UEM Development Phils., Inc., United Engineers (Malaysia) Berhad, Majlis Amanah Rakyat, Renong Berhad, Wesmont Investment Corporation, Antonio T. Ong, Anthony A.T. Reyes, Simeon S. Cua, Manuel N. Tan Kian See, Mariza Santos-Tan, Vicente T. Cualoping, Henry T. Cualoping, Manuel A. Estrella and John Anthony B. Espiritu.

Briefly, [Ng Wee] sought to hold the defendants therein jointly and severally liable for the amount of ₱210,595,991.62. [Ng Wee] claims that through the enticement of officers of Westmont Bank and Westmont Investment Corporation (Wincorp, for brevity) with the promise of high yield and no risk, [Ng Wee] placed a sizable amount of funds with Wincorp. Most of [Ng Wee]'s money placements with Wincorp were later loaned to Power Merge Corporation ("Power Merge", for brevity), the entire shareholdings of which was beneficially owned by Mr. Luis Juan Virata. However, when [Ng Wee] heard news of the adverse financial condition and questionable operations of Wincorp, he made his own investigation on Wincorp's transactions and discovered that his money placements were loaned to a corporation that Wincorp knew to have neither the capacity nor the obligation to pay back the said money placements. [Ng Wee] discovered that Power Merge was a fairly new corporation with a subscribed capitalization of only ₱37,000,000.00, had no track record and was not an ongoing business concern. Yet, it was given by Wincorp a credit line facility in the huge amount of over ₱2,500,000,000.00. In addition, [Ng Wee] further discovered that, through a side agreement, Wincorp agreed that Power Merge would not be liable to pay the amounts given it under the Power Merge Credit Line Facility. Moreover, [Ng Wee] further discovered that the Power Merge Credit Line Facility was actually part of the fraudulent scheme between, among others, Wincorp and its directors, on the one hand, and Mr. Virata, on the other hand that traces its origin from the Hottick Line Credit Facility.

On November 6, 2000, the trial court granted the application for the issuance of a writ of attachment. Pursuant thereto, the court sheriff served a Notice of Garnishment dated November 7, 2000, on, among others, the then Public Estates Authority, now known as the Philippine Reclamation Authority (PRA) which sought to garnish "the proportionate share of [UEM MARA] in the Project Income of the Tollway Project which are collected by the Public Estates Authority and/or any of its subsidiaries, affiliates, agents and/or entities or persons acting on its behalf."

In a Letter dated November 13, 2000, the PRA advised the court sheriff that, as of November 7, 2000, there is no income which can be allocated for [UEM MARA] which can be garnished since the net revenue between the parties has not yet been distributed. Apart from the foregoing, [Ng Wee] was also able to attach a house and lot of Mr. Virata located in Forbes Park, Makati City, covered under TCT No. 133645.

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3 Hereinafter referred to as Ng Wee.

Subsequently, [UEM MARA] and defendant Virata filed a Motion to Dismiss (with Urgent Motion to Discharge Writ of Attachment) anchored on the following grounds: 1) that the complaint is not prosecuted in the name of the real party in interest; and 2) that the complaint fails to state a cause of action. However, this was denied by the trial court in its Omnibus Order dated October 23, 2001, and Order dated October 14, 2002. Aggrieved, defendant Virata and [UEM MARA] elevated the matter to this Court on certiorari.

On August 21, 2003, this Court, through its Special Ninth Division, issued a Decision in CA-G.R. SP No. 74610 denying the petition for certiorari of defendant Virata and [UEM MARA] for lack of merit as well as their subsequent motion for reconsideration thereof. Undeterred, defendant Virata and [UEM MARA] filed a petition for review before the High Court docketed as G.R. No. 162928. Unfortunately, the said petition was denied by the Supreme Court in its Resolutions dated May 19, 2004, and August 23, 2004.

Sometime in 2010, defendant Virata and [UEM MARA] filed an Urgent Motion to Discharge Writ of Attachment before the trial court alleging that they were willing to post a counter-bond to discharge the writ of preliminary attachment issued against their properties. As expected, this was opposed by [Ng Wee].

On May 20, 2010, the trial court issued an Order granting defendant Virata's urgent motion to discharge, subject to the posting of a counter-bond, but only insofar as the property covered by TCT No. 133645. x x x

To the aforesaid order, both parties filed motions for reconsideration. Defendant Virata and [UEM MARA] filed a Motion for Partial Reconsideration alleging that the trial court failed to provide any basis in not granting the discharge of the attachment as against UMPC's property. On the other hand, [Ng Wee], in his Motion for Reconsideration, argued that the amount of counter-bond was grossly less than the value of the subject property attached in the instant case. As expected, both parties filed their respective oppositions thereto.

On June 29, 2010, the trial court issued an Order which held in abeyance the resolution of the aforesaid motions for reconsideration as well as setting the case for hearing in order to determine the value of the property covered under TCT No. 133645. x x x

x x x x

Consequently, a Subpoena *Duces Tecum Ad Testificandum* was served to the General Manager of the Public Estates Authority (PEA)/ Philippine Reclamation Authority ordering the same to testify and bring with him/her, during the 22 July 2010 hearing, documents pertaining to the notice of garnishment dated 07 November 2000 which was served on the PRA and its compliance thereto.

In a Letter dated July 20, 2010, the PRA informed the court, among others, of the non-compliance of the notice of garnishment due to the following:

"b. On November 8, 2000, PRA referred the said notices of garnishment to our statutory counsel, the Office of the Government Corporate Counsel (OGCC) for legal advice and assistance regarding the matter. [x x x]

c. In a letter dated November 13, 2000, OGCC informed Branch Sheriff Conrado Lamano of the Regional Trial Court of Manila-Branch 37, that the Notice of Garnishment cannot be affected considering that the contract for the Tollway Project is with [UEM-MARA] and not with UEM Development Philippines, Incorporated, which is ostensibly a separate company. [x x x]

d. Likewise, the PRA, in a letter dated November 13, 2000, wrote the Branch Sheriff informing him that the joint venture of PRA in the Tollway Project is UEM-MARA Philippine Corporation and not UEM Development Phils., Inc. and that there is no income which can be allocated to Mr. Virata which can be garnished. [x x x]"

Taking note of PRA's allegation that no income which can be allocated for UMPC or Mr. Virata can be garnished, defendant Virata and [UEM MARA] filed a Motion to Quash (Subpoena *Duces Tecum and Ad Testificandum* dated July 16, 2010) arguing that the relevancy of the books, documents, things being subpoenaed does not appear. In his Opposition thereto, [Ng Wee] countered the following:

"2.0 It is most respectfully submitted, however, that the PRA's 07 November 2000 letter, on the contrary, gives relevance to the subpoena issued by the Honorable Court.

3.0 The last paragraph of the said 07 November 2000 letter expressly provides as follows:

"The distribution of the respective net revenue share of the parties must first be approved by the Joint Venture Project Committee. To date, there is no distribution of the net revenue between the parties because there is no net revenue approved for distribution by the Joint Venture Project Committee. Thus, there is no income which can be allocated for [UEM MARA] or the Coastal Road Corporation or Mr. Juan Luis L. Virata, which can be garnished."

4.0 It is plain from the foregoing that no net income was garnished at that time because no net revenue was approved for distribution by the Joint Project Committee. Hence, it appears from the foregoing that, had there been such approval by the Joint Venture Project Committee after November 2000 there might have been an income which can be allocated for either defendants Virata or [UEM MARA] and which could be garnished.

5.0 Accordingly, based on the said paragraph of the 07 November 2000 letter, it is most respectfully submitted that the appearance of the General Manager of the PRA is still necessary to determine if: (a) the Joint Venture Project Committee had, in fact, approved the distribution of the respective net revenue share of the parties after November 2000; and (b) if there was an income which was allocated for either defendants Virata or UEM-MARA which could be garnished."

[Ng Wee] then filed a Manifestation and Motion for the Issuance of a Subpoena *Duces Tecum and Ad Testificandum* reiterating its request that the trial court issue another subpoena to the General Manager of the PRA to clarify matters. In its Opposition thereto, defendant Virata and [UEM MARA] argued that the issuance of a new subpoena is unreasonable and oppressive, their stand that, as there is no income of [UEM MARA] which can be garnished, the relevancy of the subject documents being subpoenaed has not been established since there are no properties of [UEM MARA] in possession of the PRA.

In a subsequent Manifestation submitted by the PRA to the trial court, the PRA, among other matters, reiterated that, as of date of PRA's letter to Sheriff Lamano, there is no distribution of the net revenue between PRA and UMPC because there is no net revenue approved for distribution by the Joint Venture Project Committee. Thus, there is no income which can be allocated for UMPC that may be garnished at that time.

In his Reply to the opposition by defendant Virata and [UEM MARA] to the re-issuance of a subpoena to the PRA, [Ng Wee] countered that, contrary to the defendants' claim that there is no income for defendant [UEM MARA] which can be garnished, the Audited Financial Statements of [UEM MARA] for the years 2000 and 2001 show that its share in the toll fees amounting to ₱171,535,275.00 and ₱166,192,476.00, respectively, were listed as revenues by [UEM MARA] for the said years.

In its Order dated February 2, 2011, the trial court granted [Ng Wee]'s motion for the re-issuance of a subpoena to the General Manager of the PRA. x x x

x x x x

Defendant Virata and [UEM MARA] filed a Motion for Reconsideration arguing that the issuance of a subpoena to the PRA is unnecessary on account of the following:

> "2.1 The Court already noted PRA's acknowledgment of receipt of the Notice of Garnishment dated November 7, 2000;
>
> 2.2 The Court already noted PRA's manifestation that Luis Juan L. Virata is not a party to the Toll Operation Agreement for the Manila Cavite Toll Expressway Project and thus has no income that may be garnished.
>
> 2.3 The Notice of Garnishment only intended to garnish income allotted by the PRA as of November 7, 2000 and did not cover the period of November 13, 2000 to July 2010 for which the Court intends to subpoena the PRA."

In its Opposition, [Ng Wee] argued that the garnishment was not limited to the net revenue share of UMPC in the Tollway Project as of the date of service of the notice of garnishment, or on 07 November 2000, but even after, i.e.[,] from 14 November 2000 to the present, since what was

garnished was the proportionate share of UMPC in the project income, which was being collected by the then PRA.

On May 26, 2011, the trial court rendered the assailed Order wherein it modified the amount of counter-bond to be posted by defendant Virata, insofar as Virata's Forbes Park property covered under TCT No. 133645 from ₱60,000,000.00 to ₱174,100,000.00, but lifted and set aside the writ of attachment on the project income of [UEM MARA] regarding the Manila-Cavite Tollway Project. The *fallo* of the assailed order reads:

> "WHEREFORE, the Motion for Partial Reconsideration (Re: Order dated May 20, 2012) filed by defendants Luis Juan L. Virata and UEM-Mara Philippines Corporation through counsel and a Motion for Reconsideration (Re: Order dated 20 May 2010) filed by plaintiff Alejandro Ng Wee through counsel are partially GRANTED. The Court's Order dated May 20, 2010 is modified in the sense that the amount of counter-bond insofar as defendant Luis Juan L. Virata's Forbes Park property covered by TCT No. 133645 is changed from P60,000,000.00 to P174,100,000.00.
>
> Accordingly, the Writ of Attachment on the Project Income of defendant UEM-Mara Philippines Corporation regarding the Manila-Cavite Tollway Project is LIFTED and SET ASIDE. On the other hand, set the amount of counter-bond on defendant Luis Juan Virata's Forbes Park property at One Hundred Seventy Four Million One Hundred Thousand Pesos (P174,100,000.00) as security for the payment of any judgment that the attaching property may recover in this case. Upon posting of the said counter-bond, the Writ of Attachment on defendant Virata's Forbes Park property located at No. 9 Balete Road, South Forbes Park, Barangay Forbes Park, Makati City will be LIFTED and SET ASIDE.
>
> SO ORDERED."[4] (Citations omitted)

As earlier mentioned, the CA granted the writ of certiorari in favor of Ng Wee and reinstated the preliminary attachment writ as against UEM MARA's project income. The CA held that the trial court, in dissolving the preliminary attachment writ, grossly misapprehended the facts regarding the existence of UEM MARA's income from the Manila-Cavite Tollway project.

According to the CA, the trial court erred in giving full credence to the PRA's claim that UEM MARA has yet to earn any income from the tollway project because the same has not yet been allocated by the project's management committee. Considering that Ng Wee was able to submit UEM MARA's audited financial statements from the same year of the service of the notice of garnishment, which show that UEM MARA earned income from the project, the trial court should have at least conducted a hearing to determine the veracity of the PRA's claim as against the financial statements submitted by Ng Wee. Accordingly, the CA ruled that the trial court committed grave abuse of

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[4] *Rollo*, pp. 14-25.

discretion in lifting the preliminary attachment as against UEM MARA without conducting a hearing for the purpose, *viz.*:

> **WHEREFORE**, the Order dated May 26, 2011, of Branch 39 of the Regional Trial Court of Manila, in Civil Case No. 00-99006, **insofar as it ordered the discharge of the Writ of Attachment on the Project Income of private respondent UEM-Mara Philippines Corporation regarding the Manila-Cavite Tollway Project**, is hereby **ANNULLED** and **SET ASIDE**. Accordingly, the preliminary attachment over the proportionate share of UEM-MARA Philippines Corporation in the Project Income of the Manila-Cavite Tollway Project, is **RESTORED**.
>
> **SO ORDERED**.[5] (Emphasis in the original)

UEM MARA thus filed the present petition, arguing that the CA erred in: 1) finding that the RTC committed grave abuse of discretion for its supposed gross misapprehension of the facts on the enforcement of the attachment writ; 2) failing to consider UEM MARA's argument that the lifting of the preliminary attachment writ was justified despite the absence of a counter-bond; and 3) granting *certiorari* over an error of judgment.[6]

In the recent case of *Lorenzo Shipping v. Villarin*,[7] this Court expounded on the nature of a preliminary attachment writ, *viz.*:

> A writ of preliminary attachment is a provisional remedy issued upon order of the court where an action is pending to be levied upon the property or properties of the defendant therein, the same to be held thereafter by the Sheriff as security for the satisfaction of whatever judgment might be secured in said action by the attaching creditor against the defendant. It is governed by Rule 57 of the Revised Rules of Court.
>
> The provisional remedy of attachment is available in order that the defendant may not dispose of his property attached, and thus secure the satisfaction of any judgment that may be secured by plaintiff from defendant. The purpose and function of an attachment or garnishment is two-fold. First, it seizes upon property of an alleged debtor in advance of final judgment and holds it subject to appropriation thus preventing the loss or dissipation of the property by fraud or otherwise. Second, it subjects to the payment of a creditor's claim property of the debtor in those cases where personal service cannot be obtained upon the debtor.[8]

Rule 57, Section 1 of the Rules of Court provides that the remedy of preliminary attachment may be obtained *at the commencement of the action or*

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5 Id. at 30-31.
6 Id. at 51-52.
7 G.R. Nos. 175727 & 178713, March 6, 2019.
8 Id., citing *Adlawan v. Judge Tomol*, 262 Phil. 893, 904 (1990).

at any time before entry of judgment. This means that a preliminary attachment writ ceases to exist upon entry of judgment in the proceeding where it was issued. In *Adlawan v. Judge Tomol,*[9] this Court held:

> Attachment is an ancillary remedy. It is not sought for its own sake but rather to enable the attaching party to realize upon relief sought and expected to be granted in the main or principal action.
>
> The remedy of attachment is adjunct to the main suit, therefore, it can have no independent existence apart from a suit on a claim of the plaintiff against the defendant. In other words, an attachment or garnishment is generally ancillary to, and dependent on, a principal proceeding, either at law or in equity, which has for its purpose a determination of the justice of a creditor's demand.
>
> x x x x
>
> More recently, this Court ruled that the garnishment of property to satisfy a writ of execution operates as an attachment and fastens upon the property a lien by which the property is brought under the jurisdiction of the court issuing the writ. It is brought into *custodia legis* under the sole control of such court.
>
> During the life of the attachment, the attached property continues in the custody of the law, the attaching officer being entitled to its possession and liability for its safe keeping.
>
> Based on the above-cited principles, it is obvious that the writ of preliminary attachment issued is already dissolved and rendered non-existent in view of the withdrawal of the complaint by Aboitiz and Company, Inc. More importantly, even if the writ of attachment can be considered independently of the main case, the same, having been improperly issued as found by respondent Judge Tomol himself, is null and void and cannot be a justification for holding petitioners' properties in *custodia legis* any longer.
>
> To reiterate, an attachment is but an incident to a suit; and unless the suit can be maintained, the attachment must fall.[10]

This principle is reiterated in the recent case of *Yu v. Miranda,*[11] where this Court affirmed the denial of a motion for intervention filed by a party claiming interest in the properties subject of a preliminary attachment writ, *viz.*:

> Moreover, jurisprudence has held that a writ of preliminary attachment is only a provisional remedy issued upon order of the court where an action is pending; it is an ancillary remedy. **Attachment is only <u>adjunct</u>**

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9 *Adlawan v. Judge Tomol*, id.

10 Id. at 904-906.

11 *Yu v. Miranda*, G.R. No. 225752, March 27, 2019.

to the main suit. Therefore, it can have no independent existence apart from a suit on a claim of the plaintiff against the defendant. In other words, an attachment or garnishment is generally ancillary to, and dependent on, a principal proceeding, either at law or in equity, which has for its purpose a determination of the justice of a creditor's demand. **Any relief against such attachment could be disposed of only in that case.**

Hence, with the cessation of Civil Case No. B-8623, with the RTC's Decision having attained the status of finality, the attachment sought to be questioned by the petitioners Yu has legally ceased to exist.[12] (Emphasis and underlining in the original)

In the case at bar, the preliminary attachment writ against UEM MARA was issued by the Regional Trial Court (RTC) of Manila, Branch 39, in a case for sum of money docketed as Civil Case No. 00-99006. That case has been decided with finality by this Court in a 2017 Decision,[13] the dispositive portion of which reads:

WHEREFORE, premises considered, the Court resolves:

1. To **PARTIALLY GRANT** the Petition for Review on Certiorari of Luis Juan L. Virata and UEM-MARA, docketed as G.R. No. 220926;

2. To **DENY** the Petition for Review on Certiorari of Westmont Investment Corporation, docketed as G.R. No. 221058;

3. To **DENY** the Petition for Review of Manuel Estrella, docketed as G.R. No. 221109;

4. To **DENY** the Petition for Review on Certiorari of Simeon Cua, Henry Cualoping, and Vicente Cualoping, docketed as G.R. No. 221135; and

5. To **DENY** the Petition for Review on Certiorari of Anthony Reyes, docketed as G.R. No. 221218.

The September 30, 2014 Decision and October 14, 2015 Resolution of the Court of Appeals in CA-G.R. CV No. 97817 affirming the July 8, 2011, Decision of the Regional Trial Court, Branch 39 of Manila is hereby **AFFIRMED** with **MODIFICATION**. As modified, the dispositive portion of the trial court Decision in Civil Case No. 00-99006 shall read:

WHEREFORE, premises considered, judgment is hereby rendered in favor of plaintiff, ordering the defendants Luis L. Virata, Westmont Investment Corporation (Wincorp), Antonio T. Ong, Anthony T. Reyes, Simeon Cua, Vicente and Henry Cualoping, Mariza Santos-

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12 Id., citing *Adlawan v. Judge Tomol*, supra note 8.

13 *Virata, et al. v. Ng Wee*, 813 Phil. 252 (2017) and Resolution on Motion for Reconsideration, 828 Phil. 710 (2018).

Tan, and Manuel Estrella to jointly and severally pay plaintiff as follows:

1. The sum of Two Hundred Thirteen Million Two Hundred Ninety Thousand Four Hundred Ten and 36/100 Pesos (P213,290,410.36), which is the maturity amount of plaintiff's investment with legal interest at the rate of twelve (12%) percent per annum from the date of filing of the complaint on October 19, 2000 until June 30, 2013 and six percent (6%) from July 1, 2013 until fully paid;

2. Liquidated damages equivalent to ten percent (10%) of the maturity amount, and attorney's fees equivalent to five percent (5%) of the total amount due plus legal interest at the rate of twelve (12%) percent per annum from the date of filing of the complaint until June 30, 2013 and six percent (6%) from July 1, 2013 until fully paid;

3. ₱100,000.00 as moral damages.

4. Additional interest of six percent (6%) per annum of the total monetary awards, computed from finality of judgment until full satisfaction.

5. The complaint against defendants Manuel Tankiansee and UEM-MARA Philippines Corporation is dismissed for lack of merit.

The cross claim of Luis Juan L. Virata is hereby GRANTED. Westmont Investment Corporation (Wincorp), Antonio T. Ong, Anthony T. Reyes, Simeon Cua, Vicente and Henry Cualoping, Mariza Santos-Tan, and Manuel Estrella are hereby ordered jointly and severally liable to pay and reimburse Luis Juan L. Virata for any payment or contribution he (Luis Juan L. Virata) may make or be compelled to make to satisfy the amount due to plaintiff Alejandro Ng Wee. All other counterclaims against Alejandro Ng Wee and cross-claims by the defendants as against each other are dismissed for lack of merit.

Cost against the defendants, except defendants Manuel Tankiansee and UEM-MARA Philippines Corporation.

SO ORDERED.[14] (Underscoring removed)

Notably, this Court held that UEM MARA cannot be held liable for Ng Wee's investment losses, *viz.*:

b. *UEM-MARA* cannot be held liable

There is, however, merit in the argument that UEM-MARA cannot be held liable to respondent Ng Wee. The RTC and the CA held that the corporation ought to be held solidarily liable with the other petitioners "*in order that justice can reach the illegal proceeds from the defrauded investments of [Ng Wee] under the Power Merge account.*" According to the trial court, Virata

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[14] Id. at 353-355.

> laundered the proceeds of the Power Merge borrowings and stashed them in UEM-MARA to prevent detection and discovery and hence, UEM-MARA should likewise be held solidarily liable.
>
> We disagree.
>
> UEM-MARA is an entity distinct and separate from Power Merge, and it was not established that it was guilty in perpetrating fraud against the investors. It was a non-party to the "*sans recourse*" transactions, the Credit Line Agreement, the Side Agreements, the Promissory Notes, the Confirmation Advices, and to the other transactions that involved Wincorp, Power Merge, and Ng Wee. There is then no reason to involve UEM-MARA in the fray. Otherwise stated, respondent Ng Wee has no cause of action against UEM-MARA. UEM-MARA should not have been impleaded in this case.
>
> A cause of action is the act or omission by which a party violates a right of another. The essential elements of a cause of action are (1) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (2) an obligation on the part of the named defendant to respect or not to violate such right; and (3) an act or omission on the part of such defendant in violation of the right of the plaintiff or constituting a breach of the obligation of the defendant to the plaintiff for which the latter may maintain an action for recovery of damages or other appropriate relief.
>
> The third requisite is severely lacking in this case. Respondent Ng Wee cannot point to a specific wrong committed by UEM-MARA against him in relation to his investments in Wincorp, other than being the object of Wincorp's desires. He merely alleged that the proceeds of the Power Merge loan was used by Virata in order to acquire interests in UEM-MARA, but this does not, however, constitute a valid cause of action against the company even if we were to assume the allegation to be true. It would indeed be a giant leap in logic to say that being Wincorp's objective automatically makes UEM-MARA a party to the fraud. UEM-Mara's involvement in this case is merely incidental, not direct.[15]

Not only did this Court dispose of Civil Case No. 00-99006 with finality,[16] it also decided the case in favor UEM MARA. Consequently, the assailed preliminary attachment writ has ceased to exist, not only because of the final adjudication of the main case *per se*, but also because it has lost basis in view of the absolution from liability of the party to which it was directed.

WHEREFORE, the present petition is hereby **GRANTED**. The August 29, 2012 Decision and the March 27, 2013 Resolution of the Court of Appeals in CA-G.R. SP No. 120695 are **REVERSED** and **SET ASIDE.** The writ of preliminary attachment issued by the Regional Trial Court of Manila, Branch 39, in Civil Case No. 00-99006 is **DEEMED LIFTED**.

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[15] Id. at 338-339.

[16] This Court, in its March 21, 2018 resolution, already directed the issuance of an entry of judgment. *Virata, et al. v. Ng Wee*, Resolution on motion for reconsideration, supra note 13.

SO ORDERED.

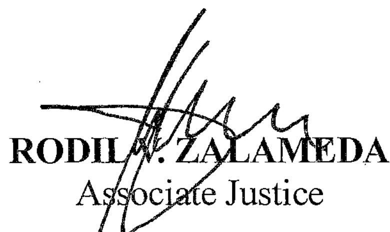
SAMUEL H. GAERLAN
Associate Justice

WE CONCUR:

(On official leave)
MARVIC M.V.F. LEONEN
Associate Justice
Chairperson

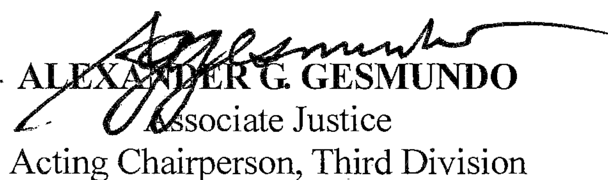
ALEXANDER G. GESMUNDO
Associate Justice

ROSMARI D. CARANDANG
Associate Justice


RODIL V. ZALAMEDA
Associate Justice

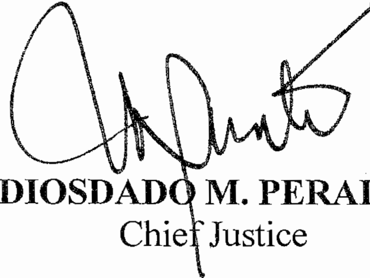
ATTESTATION

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.


ALEXANDER G. GESMUNDO
Associate Justice
Acting Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Acting 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.



DIOSDADO M. PERALTA
Chief Justice

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MISAEL DOMINGO C. BATTUNG III
Division Clerk of Court
Third Division
MAR 04 2021