



SUPREME COURT OF THE PHILIPPINES  
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Republic of the Philippines  
Supreme Court  
Manila

SECOND DIVISION

CITY OF MUNTINLUPA,  
METRO MANILA,<sup>1</sup>

G.R. No. 234680

Petitioner,

Present:

LEONEN, S.A.J., Chairperson,

LAZARO-JAVIER,

LOPEZ, M.,

LOPEZ, J., and

KHO, JR., JJ.

- versus -

N.C. TAVU AND ASSOCIATES  
CORPORATION,

Respondent.

Promulgated:

JUN 10 2024

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DECISION

**KHO, JR., J.:**

Assailed in this Petition for Review on *Certiorari* under Rule 45 of the Rules of Court are the Decision<sup>2</sup> dated October 28, 2016 and the Resolution<sup>3</sup> dated September 4, 2017 of the Court of Appeals (CA) in CA-G.R. SP No. 138884, which affirmed the Decision<sup>4</sup> dated April 8, 2014 of the Regional Trial Court of Muntinlupa City, Branch 276 (RTC). The RTC Decision declared Resolution No. 07-055 of the Sangguniang Panlungsod of Muntinlupa City (Sanggunian) void and unconstitutional, and ordered petitioner City of Muntinlupa, Metro Manila (City of Muntinlupa), Hon. Aldrin L. San Pedro (Mayor San Pedro) in his capacity as Mayor of the City of Muntinlupa, Engr. Roberto M. Bunyi (Engr. Bunyi) in his capacity as

<sup>1</sup> The original action *also* impleaded Aldrin L. San Pedro in his capacity as then Mayor of Muntinlupa City, Engr. Roberto M. Bunyi in his capacity as then Administrator of Muntinlupa City, and the members of the Sangguniang Panlungsod of Muntinlupa City. They did not join the petition before the Court. *See rollo*, pp. 12-13.  
<sup>2</sup> *Id.* at 63-70. Penned by Associate Justice Edwin D. Sorongon and concurred in by Associate Justices Florito S. Macalino and Marie Christine Azcarraga-Jacob of the Special Sixteenth Division, Court of Appeals, Manila.  
<sup>3</sup> *Id.* at 72-74. Penned by Associate Justice Edwin D. Sorongon and concurred in by Associate Justices Florito S. Macalino and Marie Christine Azcarraga-Jacob of the Former Special Sixteenth Division, Court of Appeals, Manila.  
<sup>4</sup> *Id.* at 36-55. Penned by Presiding Judge Antonietta Pablo-Medina.

Administrator of the City of Muntinlupa, and the Sanggunian to pay damages to respondent N.C. Tavu and Associates Corporation (NCTAC).

### The Facts

Sometime in 2005, NCTAC submitted a proposal to the City of Muntinlupa for the construction of the "Muntinlupa Skywalk Project" (Project) in Alabang under a build-operate-transfer (BOT) agreement. The Project was an elevated multi-link pedestrian walkway system with 10 stairways, eight escalators, one elevator, and commercial stalls and spaces. After a 24-month concession period, the facilities were to be transferred to the City of Muntinlupa.<sup>5</sup>

After obtaining a favorable endorsement from the Bids and Awards Committee (BAC), the Sanggunian passed Resolution No. 05-196 which accepted NCTAC's proposal and authorized then Mayor Jaime R. Fresnedi to proceed with the negotiations on the final terms and conditions of the Project. Through another resolution, the Metro Manila Development Authority (MMDA) favorably endorsed the Project to the National Economic and Development Authority-Investment Coordinating Committee (NEDA-ICC) which then advised the City of Muntinlupa to proceed with the solicitation of comparative proposals for the Project. As no other bidder submitted a proposal, the BAC recommended the award of the Project to NCTAC. Both the Sanggunian and the NEDA-ICC approved the Project. A Notice of Award was then issued in favor of NCTAC.<sup>6</sup>

On December 5, 2006, the NCTAC and the City of Muntinlupa executed the BOT agreement for the Project. However, despite the issuance of the Notice to Mobilize, NCTAC could not proceed with the actual mobilization because of the repairs being undertaken by the Philippine National Construction Corporation and the Department of Public Works and Highways at the Alabang Viaduct which was the site of the Project. Nevertheless, NCTAC already incurred expenses for the Project, including costs for transportation of its equipment, costs for the fencing of the site, equipment rentals, developmental costs, legal fees, as well as marketing and promotional costs.<sup>7</sup>

In May 2007, Mayor San Pedro was elected Mayor of the City of Muntinlupa. On November 18, 2007, Mayor San Pedro wrote to the Sanggunian recommending and requesting the nullification of the BAC Recommendation Award to NCTAC. Thereafter, NCTAC submitted a letter dated November 29, 2007, which also served as its Position Paper, citing and explaining the legal basis why it was awarded the Project. Subsequently, the Sanggunian passed Resolution No. 07-055 on December 7, 2007 authorizing

<sup>5</sup> *Id.* at 64.

<sup>6</sup> *Id.*

<sup>7</sup> *Id.*

Mayor San Pedro to cause the construction of the Alabang Pedestrian Walkway-Overpass Project and to enter into a contract with any qualified contractor.<sup>8</sup> This new project was similar to NCTAC's Project and was planned to be in the same location as the original Project.<sup>9</sup> NCTAC never received any notice from the City of Muntinlupa cancelling, rescinding or terminating their BOT agreement. NCTAC then requested for the issuance of a Notice of Effectivity, but Mayor San Pedro ignored the same.<sup>10</sup>

Thereafter, NCTAC filed a Petition for Prohibition and Mandamus<sup>11</sup> in March 2009 before the RTC alleging grave abuse of discretion on the part of the City of Muntinlupa, Mayor San Pedro, Engr. Bunyi, and the members of the Sanggunian.<sup>12</sup>

In an Order dated October 29, 2009, the RTC issued a Writ of Preliminary Injunction in favor of NCTAC enjoining the City of Muntinlupa from implementing Resolution No. 07-055, including the appropriation of funds and the award of the Project to other parties.<sup>13</sup>

During trial, the MMDA built a pedestrian overpass on the area where the Project was supposed to be constructed, rendering the Project's implementation unfeasible.<sup>14</sup>

### **The RTC Ruling**

In a Decision<sup>15</sup> dated April 8, 2014, the RTC granted NCTAC's Petition, disposing as follows:

WHEREFORE, premises considered, judgment is hereby rendered declaring (1) Resolution No. 07-055 of the Sangguniang Panglunsod of Muntinlupa City null and void and unconstitutional; and (2) the Build-Operate-Transfer Agreement dated December 5, 2006 between petitioner N.C. Tavu & Associates Corporation and the City of Muntinlupa to be legal and valid and hereby orders the respondents to pay the petitioner the following:

- a. The amount of [PHP] 22,578,000.00 representing the actual expenses incurred in the project; and
- b. The amount of [PHP] 450,000.00 as attorney's fees.

The Writ of Preliminary Injunction issued against the respondent enjoining them from implementing Sangguniang Panglunsod Resolution No. 07-[055] issued on December 7, 2007, including the appropriation of funds and award of the construction project to other parties is hereby made

<sup>8</sup> *Id.* at 64-65.

<sup>9</sup> *Id.* at 18.

<sup>10</sup> *Id.* at 65.

<sup>11</sup> *Id.* at 144-181.

<sup>12</sup> *See id.* at 65 & 154.

<sup>13</sup> *Id.* at 65.

<sup>14</sup> *Id.* at 52.

<sup>15</sup> *Id.* at 36-55.

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permanent.

SO ORDERED.<sup>16</sup>

In so ruling, the RTC found that there was a perfected BOT agreement between the City of Muntinlupa and NCTAC, which was entered into in accordance with the BOT law, or Republic Act No. (RA) 6957,<sup>17</sup> as amended by RA 7718.<sup>18</sup> As such, the contract was valid.<sup>19</sup>

Anent Resolution No. 07-055, the City of Muntinlupa claimed that it passed the said Resolution because NCTAC supposedly lacked the minimum requirements for the financial, technical, organizational, and legal standards required of a contractor for a project costing more than PHP 200 million. However, the RTC found such reason untenable, since NCTAC was able to prove its financial capability to sustain the financing requirements of the Project and was able to comply with the other necessary requirements. Further, the passage of Resolution No. 07-055 effectively rescinded or cancelled the BOT agreement. The RTC also found the BOT agreement to be validly executed; hence, it declared Resolution No. 07-055 to be null, void, and unconstitutional for impairing the property rights of NCTAC.<sup>20</sup>

However, because the MMDA built a pedestrian overpass on the area where the Project was supposed to be built, the RTC found that it was no longer feasible for NCTAC to implement the Project. Hence, the RTC awarded PHP 22,578,000.00 in damages to NCTAC in accordance with RA 6957, as amended by RA 7718 as well as PHP 450,000.00 in attorney's fees because NCTAC was forced to litigate.<sup>21</sup>

Aggrieved, the City of Muntinlupa moved for partial reconsideration, contending that Mayor San Pedro, Engr. Bunyi, and the members of the Sanggunian (Mayor San Pedro et al.) should be held personally liable for damages and attorney's fees pursuant to Book I, Sections 38 and 39<sup>22</sup> of the

<sup>16</sup> *Id.* at 54-55.

<sup>17</sup> Entitled "An Act Authorizing the Financing, Construction, Operation and Maintenance of Infrastructure Projects by the Private Sector, and for Other Purposes," approved on July 9, 1990.

<sup>18</sup> Entitled "An Act Amending Certain Sections of Republic Act No. 6957, Entitled 'An Act Authorizing the Financing, Construction, Operation And Maintenance Of Infrastructure Projects By The Private Sector, And For Other Purposes,'" approved on May 5, 1994.

<sup>19</sup> *Rollo*, pp. 43-48.

<sup>20</sup> *Id.* at 48-51.

<sup>21</sup> *Id.* at 52-54.

<sup>22</sup> ADM. CODE, Book I, Sections 38 and 39 provide:

Section 38. *Liability of Superior Officers.* — (1) A public officer shall not be civilly liable for acts done in the performance of his official duties, unless there is a clear showing of bad faith, malice or gross negligence.

(2) Any public officer who, without just cause, neglects to perform a duty within a period fixed by law or regulation, or within a reasonable period if none is fixed, shall be liable for damages to the private party concerned without prejudice to such other liability as may be prescribed by law.

(3) A head of a department or a superior officer shall not be civilly liable for the wrongful acts, omissions of duty, negligence, or misfeasance of his subordinates, unless he has actually authorized by written order the specific act or misconduct complained of.

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Administrative Code.<sup>23</sup> However, the same was denied in an Order<sup>24</sup> dated August 4, 2014. The RTC found that Mayor San Pedro et al. were sued in their official capacities and no evidence was adduced nor proven during trial that they acted with bad faith, malice, and gross negligence in issuing the void Resolution No. 07-055. Moreover, the RTC held that the City of Muntinlupa's reliance on Article 32 of the Civil Code was misplaced since said law presupposes that the principal action was one for damages against erring officials. The RTC also found that the relief sought by the City of Muntinlupa in its Motion was a cross-claim and that the City of Muntinlupa was now barred from making such claim. Nevertheless, the RTC held that the City of Muntinlupa may avail of other legal remedies against Mayor San Pedro et al. by filing a separate action for such purpose.<sup>25</sup>

Unsatisfied, the City of Muntinlupa appealed<sup>26</sup> to the CA.

### The CA Ruling

In a Decision<sup>27</sup> dated October 28, 2016, the CA affirmed the RTC ruling, and disposed as follows:

WHEREFORE, premises considered, the instant appeal is DISMISSED. The April 8, 2014 *Decision* of the Regional Trial Court (RTC) of Muntinlupa City, Branch 276 in *Civil Case No. 09-028* is hereby AFFIRMED.

SO ORDERED.<sup>28</sup>

The CA found that although the Project was an exercise of governmental function since it was intended for public advantage and benefit, the City of Muntinlupa can still be held liable for damages since RA 6957, as amended, expressly made it so. As such, the City of Muntinlupa cannot invoke its immunity from suit. Further, the CA also held that Mayor San Pedro could not be held liable in his personal capacity because the City of Muntinlupa failed to substantiate its claim that Mayor San Pedro acted with bad faith or malice. Furthermore, the CA gave credence to NCTAC's argument that Mayor San Pedro and Engr. Bunyi were sued in their official capacity and not in their personal capacity; hence, to hold Mayor San Pedro et al. personally liable would deprive them of due process.<sup>29</sup>

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Section 39. *Liability of Subordinate Officers.* — No subordinate officer or employee shall be civilly liable for acts done by him in good faith in the performance of his duties. However, he shall be liable for willful or negligent acts done by him which are contrary to law, morals, public policy and good customs even if he acted under orders or instructions of his superiors.

<sup>23</sup> *Rollo*, p. 57.

<sup>24</sup> *Id.* at 56–62.

<sup>25</sup> *Id.* at 59–61.

<sup>26</sup> See Appellant's Brief dated December 15, 2014; *id.* at 125–141.

<sup>27</sup> *Id.* at 63–70.

<sup>28</sup> *Id.* at 69.

<sup>29</sup> *Id.* at 66–69.

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Unsatisfied, the City of Muntinlupa moved for reconsideration but the same was denied in a Resolution<sup>30</sup> dated September 4, 2017. Hence the present Petition, filed solely by the City of Muntinlupa.

### The Issue Before the Court

The issue for the Court's consideration is whether the CA erred in affirming the RTC ruling finding that the City of Muntinlupa is liable for damages and attorney's fees, instead of Mayor San Pedro et al. in their personal capacities.

In its Petition, while the City of Muntinlupa agrees with the RTC and the CA's ruling that Resolution No. 07-055 is void and unconstitutional, it maintains, however, *that it is not liable to pay NCTAC damages and attorney's fees as it is the personal liability of Mayor San Pedro et al. who acted in bad faith when it passed Resolution No. 07-055.*<sup>31</sup> It further claims that Mayor San Pedro et al. were being sued for performing politically motivated and illegal acts which the City Government can never be the author of.<sup>32</sup> In addition, even if they did not act in bad faith, Mayor San Pedro et al. are still liable for damages under Article 32 of the Civil Code for depriving NCTAC of its property rights.<sup>33</sup>

In its Comment,<sup>34</sup> NCTAC argues that the City of Muntinlupa can no longer disclaim liability since the latter's argument is in the nature of a cross-claim which is already barred due to its failure to set it up before judgment was rendered by the RTC.<sup>35</sup> Additionally, NCTAC contends that the City of Muntinlupa entered into a proprietary contract; thus, it waived its immunity from suit.<sup>36</sup> NCTAC also asserts that Mayor San Pedro et al. cannot be personally held liable because they were sued in their official capacity.<sup>37</sup> For them to be held personally liable, an action for damages should have been instituted against these officials where their bad faith, malice, or gross negligence can be proven.<sup>38</sup>

In a Resolution<sup>39</sup> dated August 6, 2018, the Court required the City of Muntinlupa to file its Reply to NCTAC's Comment. However, the City of Muntinlupa failed to file a reply, hence, in a Resolution<sup>40</sup> dated March 6, 2019, the Court resolved that the City of Muntinlupa is deemed to have waived its

<sup>30</sup> *Id.* at 72-74.

<sup>31</sup> *Id.* at 17.

<sup>32</sup> *Id.* at 21.

<sup>33</sup> *Id.* at 22-23.

<sup>34</sup> *Id.* at 112-122.

<sup>35</sup> *Id.* at 116.

<sup>36</sup> *Id.* at 17.

<sup>37</sup> *Id.* at 118.

<sup>38</sup> *Id.* at 118-119.

<sup>39</sup> *Id.* at 186-187.

<sup>40</sup> *Id.* at 201.

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right to file one.

### **The Court's Ruling**

The Petition is unmeritorious.

Preliminarily, a petition for review on *certiorari* under Rule 45 “shall raise only questions of law, which must be distinctly set forth.”<sup>41</sup> Here, the City of Muntinlupa asks this Court to reverse the concurrent findings of the CA and RTC that bad faith, malice, or gross negligence of Mayor San Pedro et al. were not proven, which is a question of fact.<sup>42</sup>

While there are exceptions wherein this Court may review factual findings of the lower courts,<sup>43</sup> the claims to these exceptions must be alleged, substantiated, and proved by the parties before this Court may evaluate and review the facts of the case.<sup>44</sup> However, the instant petition fails to allege that it falls under any of the exceptions and the Court likewise finds that it does not fall under any of them and sees no reason to depart from the uniform factual findings and conclusions of the RTC and CA.

Given these considerations, the Court agrees with the findings of the RTC, as affirmed by the CA.

### ***The City of Muntinlupa's claim against Mayor San Pedro et al. is in the nature of a cross-claim***

The Rules define a cross-claim as “any claim by one party against a co-party arising out of the transaction or occurrence that is the subject matter either of the original action or of a counterclaim therein.”<sup>45</sup> A cross-claim that a party has at the time they file their answer shall be contained therein;<sup>46</sup> otherwise, it shall be barred.<sup>47</sup> In the event the party fails to do so through oversight, inadvertence, or excusable neglect or when justice requires, the party, by leave of court, may set up the cross-claim by amendment before judgment.<sup>48</sup>

In the present case, the Court agrees with the RTC's findings that the nature of the City of Muntinlupa's claim is one of a cross-claim since it seeks to make its co-parties liable. Unfortunately, looking at the available records

<sup>41</sup> RULES OF COURT, Rule 45, sec. 1.

<sup>42</sup> See *Ching v. Quezon City Sports Club, Inc.*, 798 Phil. 45, 68 (2016) [Per J. Leonardo-De Castro, First Division].

<sup>43</sup> See *Pascual v. Burgos*, 776 Phil. 167, 182–183 (2016) [Per J. Leonen, Second Division].

<sup>44</sup> *Id.* at 169.

<sup>45</sup> RULES OF COURT, Rule 6, sec. 8.

<sup>46</sup> RULES OF COURT, Rule 11, sec. 8.

<sup>47</sup> RULES OF COURT, Rule 9, sec. 2.

<sup>48</sup> RULES OF COURT, Rule 11, sec. 10.

of the case, the City of Muntinlupa failed to set-up its cross-claim in its answer and did not obtain the permission of the court to do so before judgment. Hence, it is now barred from asserting such.

***Mayor San Pedro et al.  
cannot be held personally  
liable because they were  
sued in their official  
capacity***

In the case of *Vinzons-Chato v. Fortune Tobacco Corp.*,<sup>49</sup> the Court discussed the concept of personal liability of public officers in the performance of their duties, viz.:

There are two kinds of duties exercised by public officers: the “duty owing to the public collectively” (the body politic), and the “duty owing to particular individuals;[”] thus:

**1. Of Duties to the Public.** — The first of these classes embraces those officers whose duty is owing primarily to the public collectively — to the body politic — and not to any particular individual; who act for the public at large, and who are ordinarily paid out of the public treasury.

The officers whose duties fall wholly or partially within this class are numerous and the distinction will be readily recognized. Thus, the governor owes a duty to the public to see that the laws are properly executed, that fit and competent officials are appointed by him, that unworthy and ill-considered acts of the legislature do not receive his approval, but these, and many others of a like nature, are duties which he owes to the public at large and no one individual could single himself out and assert that they were duties owing to him alone. So, members of the legislature owe a duty to the public to pass only wise and proper laws, but no one person could pretend that the duty was owing to himself rather than to another. Highway commissioners owe a duty that they will be governed only by considerations of the public good in deciding upon the opening or closing of highways, but it is not a duty to any particular individual of the community.

These illustrations might be greatly extended, but it is believed that they are sufficient to define the general doctrine.

**2. Of Duties to Individuals.** — The second class above referred to includes those who, while they owe to the public the general duty of a proper administration of their respective offices, yet become, by reason of their

<sup>49</sup> 595 Phil. 629 (2008) [Per J. Nachura. *En Banc*].

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employment by a particular individual to do some act for him in an official capacity, under a special and particular obligation to him as an individual. They serve individuals chiefly and usually receive their compensation from fees paid by each individual who employs them.

A sheriff or constable in serving civil process for a private suitor, a recorder of deeds in recording the deed or mortgage of an individual, a clerk of court in entering up a private judgment, a notary public in protesting negotiable paper, an inspector of elections in passing upon the qualifications of an elector, each owes a general duty of official good conduct to the public, but he is also under a special duty to the particular individual concerned which gives the latter a peculiar interest in his due performance.

In determining whether a public officer is liable for an improper performance or non-performance of a duty, it must first be determined which of the two classes of duties is involved. For, indeed, as the eminent Floyd R. Mechem instructs, “[t]he *liability* of a public officer to an individual or the public is based upon and is co-extensive with his *duty* to the individual or the public. If to the one or the other he owes no duty, to that one he can incur no liability.”

Stated differently, when what is involved is a “duty owing to the public in general,” an individual cannot have a cause of action for damages against the public officer, even though he may have been injured by the action or inaction of the officer. In such a case, there is damage to the individual but no wrong to him. In performing or failing to perform a public duty, the officer has touched his interest to his prejudice; but the officer owes no duty to him as an individual. The remedy in this case is not judicial but political.

The exception to this rule occurs when the complaining individual suffers a *particular or special injury* on account of the public officer's improper performance or non-performance of his public duty. An individual can never be suffered to sue for an injury which, technically, is one to the public only; he must show a wrong which he specially suffers, and damage alone does not constitute a wrong. A contrary precept (that an individual, in the absence of a special and peculiar injury, can still institute an action against a public officer on account of an improper performance or non-performance of a duty owing to the public generally) will lead to a deluge of suits, for if one man might have an action, all men might have the like — the complaining individual has no better right than anybody else. If such were the case, no one will serve a public office. Thus, the rule restated is that an individual cannot have a particular action against a public officer *without a particular injury, or a particular right*, which are the grounds upon which all actions are founded.

Juxtaposed with Article 32 of the Civil Code, the principle may now translate into the rule that *an individual can hold a public officer personally liable for damages on account of an act or omission that violates a constitutional right only if it results in a particular wrong or injury to the former*. This is consistent with this Court's pronouncement in its June 19, 2007 Decision (subject of petitioner's motion for reconsideration) that

Article 32, in fact, allows a damage suit for "tort for impairment of rights and liberties."<sup>50</sup>

Here, Mayor San Pedro, Engr. Bunyi, and the members of the Sanggunian were sued in their official capacities. In *City of Angeles v. Court of Appeals*,<sup>51</sup> the Court, while noting that the involved public officials therein could be held liable for damages for acts done in bad faith or beyond the scope of their jurisdiction, nonetheless held that said public officials may not be held liable since the suit impleaded them in their *official capacities only*. Personal liability of these officials was premised on their being sued *both in their official and personal capacities*.<sup>52</sup>

Also, as stated earlier, the City of Muntinlupa did not set up the cross-claim against Mayor San Pedro et al., hence, it cannot pass its liability onto them. To hold them personally liable would deprive them of their right to due process. Nevertheless, the City of Muntinlupa is not precluded from filing a separate action against Mayor San Pedro et al. who it believes to be answerable for the damages.

***Civil liability accrues legal interest.***

Lastly, and pursuant to prevailing jurisprudence, the Court finds it appropriate to impose legal interest on all monetary awards due to NCTAC at the rate of 6% per annum from the date of NCTAC's judicial demand, which is on April 8, 2014, the date of the RTC Decision, until full payment thereof. Further, legal interest at the rate of 6% per annum shall be applied to any unpaid interest from the date of judicial demand until full payment.<sup>53</sup>

**ACCORDINGLY**, the instant petition is **DENIED**. The Decision dated October 28, 2016 and the Resolution dated September 4, 2017 of the Court of Appeals in CA-G.R. SP No. 138884 are hereby **AFFIRMED WITH MODIFICATION** in that the amounts of PHP 22,578,000.00 representing the actual expenses and PHP 450,000.00 as attorney's fees shall earn legal interest at the rate of 6% per annum from April 8, 2014, the date of the Decision of Branch 276, Regional Trial Court, Muntinlupa City until full payment. Finally, the unpaid interest shall likewise bear legal interest at the rate of 6% per annum from April 8, 2014 until full payment.

<sup>50</sup> *Id.* at 644-648. (Citations omitted and emphases in the original)

<sup>51</sup> 329 Phil. 812 (1996) [Per J. Pangariban, Third Division].

<sup>52</sup> *Id.*

<sup>53</sup> *See Lara's Gift and Decors, Inc. v. Midtown Industrial Sales*, G.R. No. 225433, September 20, 2022 [Per Acting C.J. Leonen, *En Banc*]. *See also Nacar v. Gallery Frames*, 716 Phil. 267 (2013) [Per J. Peralta, *En Banc*].

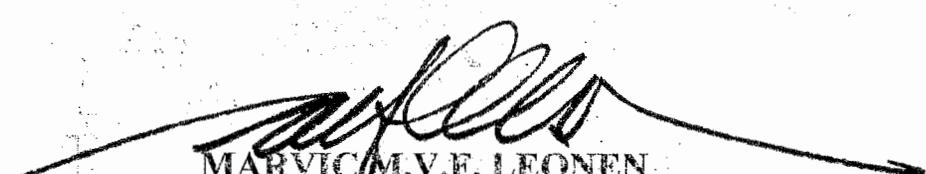
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**SO ORDERED.**



**ANTONIO T. KHO, JR.**  
Associate Justice

**WE CONCUR:**



**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Division Chairperson



**AMY C. LAZARO-JAVIER**  
Associate Justice



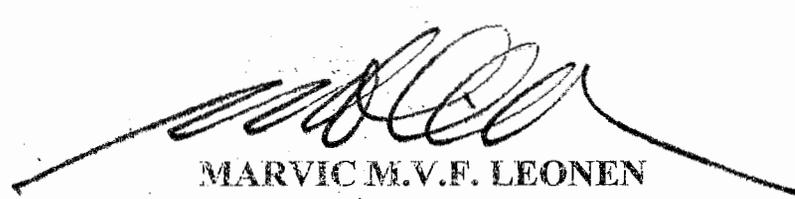
**MARLON J. LOPEZ**  
Associate Justice



**JHOSEP Y. LOPEZ**  
Associate Justice

**ATTESTATION**

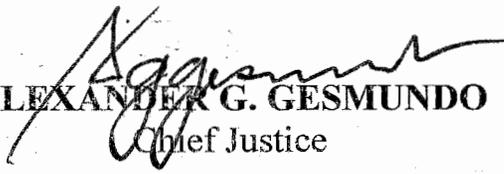
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



**MARVIC M.V.F. LEONEN**  
Senior Associate Justice  
Chairperson, Second Division

**CERTIFICATION**

Pursuant to Article VIII, Section 13, 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