



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**N O T I C E**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **02 March 2022** which reads as follows:*

**"G.R. No. 208157 (Rosemarie J. Arenas vs. Teresita Ong.)** – In this petition for review (petition), petitioner seeks to reverse and set aside the Decision<sup>1</sup> dated 05 April 2013 and Resolution<sup>2</sup> dated 10 July 2013 promulgated by the Court of Appeals (CA) in CA-G.R. SP No. 125989. The CA found no grave abuse of discretion on the part of Branch 138, Regional Trial Court (RTC) of Makati when it dismissed the civil aspect of the case filed by petitioner against respondent for violation of Batas Pambansa (BP) 22.

**Antecedents**

The CA outlined the factual antecedents of this case in the following manner:

Herein private respondent Teresita Ong (Ong) was the owner and operator of Fu Lin Garden, a restaurant located at SM Mega Mall B, Mandaluyong, EDSA which at present, is no longer operational.

Herein petitioner Rosemarie J. Arenas (Arenas) and Ong met through common friends and developed a friendship of their own. When time came that Ong needed financial assistance, Arenas readily extended to her various loans in different amounts which were covered by postdated checks. The said loans extended by Arenas to Ong ranged from P3,000.00 to even P150,000.00. Aside from those several loans, Ong, on six other occasions, obtained loans totaling to P4,300,000.00. Ong issued six postdated checks to cover the P4.3 million loan extended to her by Arenas.

Before the due date of the six (6) postdated checks, Ong informed Arenas that the money she was expecting from a transaction needed to fund the checks which were payable in April and May of 2000, would be delayed. She then pleaded with Arenas for the latter not to deposit the checks and that she would just issue replacement checks payable in June of 2000 as the funds she was expecting was due on the first and second

<sup>1</sup> *Rollo*, pp. 8-20; penned by Associate Justice Franchito N. Diamante and concurred in by Associate Justices Elihu A. Ybañez and Melchor Q.C. Sadang.

<sup>2</sup> *Id.* at 22-23.

week of the said month. Arenas acceded to Ong's request and in turn, the latter issued six (6) checks all payable in June of 2000.

When the replacement checks became due and payable, Arenas deposited the same to her account on June 29, 2000 but all were returned/dishonored for the reason that the account is already closed.

Arenas tried to contact Ong but the latter failed to answer or see her. Hence, the former referred the matter to her counsel for appropriate action.

On July 19, 2000, Arenas, through counsel, sent Ong a demand letter, asking the latter to pay the six (6) dishonored checks amounting to P4,300,000.00 within five (5) days from receipt. Thereafter, Arenas' counsel received a call from a certain Atty. Rody Padlan (Atty. Padlan), representing himself to be the counsel of Ong. Atty. Padlan requested for an appointment with Atty. Manuel M. Lazaro (Atty. Lazaro), Arenas' counsel, for an amicable settlement. However, the negotiations proved futile as Ong lacked unencumbered property that could serve as collateral. Atty. Lazaro then requested Atty. Padlan to put into writing the fact that Ong admits her liability to Arenas and that she has no property that is free from liens and encumbrances to offer as security, to which request, Atty. Padlan replied that he would first consult with his client.

On September 20, 2000, Atty. Lazaro received a letter from Atty. Padlan to the effect that Ong admits being indebted to Arenas in the amount of P4,300,000.00 and that she has no real property free from any lien or encumbrance that she can offer to secure payment of her debts. However, efforts were being exerted to source an alternative security or to find ways to liquidate the debt.

With the foregoing, on October 23, 2000, Arenas filed a criminal complaint for six (6) counts of violation of Batas Pambansa Bilang 22 against Ong before the Office of the City Prosecutor of Makati.

On November 28, 2000, Ong instituted a civil action for accounting with damages before the Makati City Regional Trial Court (RTC), Branch 136, against Arenas. Ong sought a declaration from the said court that her indebtedness of P4,300,000.00 covered by the six (6) dishonored checks have already been paid.

On July 30, 2007, the Makati City RTC – Branch 136 disposed of the case as follows:

**"WHEREFORE**, in the light of the foregoing, the instant complaint is **DISMISSED** and the prayers therein for damages are **DENIED** for lack of merit.

Defendant's counterclaims are GRANTED. Plaintiff Teresita Ong is hereby ordered to pay the following amounts to defendant Rosemarie J. Arenas:

- 1) Php 300,000.00 as moral damages;

- 2) Php 300,000.00 as exemplary damages;
- 3) Php 400,000.00 in attorney's fees; plus
- 4) Php 5,000.00 per court appearance of defendant's counsel.

SO ORDERED."

Dissatisfied with the judgment of the Makati City RTC – Branch 136, Ong elevated the matter before the Court of Appeals.

In a Decision promulgated on May 31, 2011, this Court's Former Sixth Division disposed of the appeal as follows:

"WHEREFORE, premises considered, the instant Appeal is hereby PARTIALLY GRANTED. The Decision of the Trial Court in Civil Case No. 00-1403 entitled 'Teresita Ong vs. Rosemarie Arenas' is accordingly MODIFIED. The grant of counterclaims for damages and attorney's fees to herein defendant-appellee, Rosemarie Arenas, are hereby DELETED.

SO ORDERED."

Aggrieved, Ong filed a Motion for Partial Reconsideration from the aforesaid Decision, but the same was denied for lack of merit by [the Court of Appeals'] Former Sixth Division in a Resolution dated September 13, 2011.<sup>3</sup>

### Ruling of the MeTC

Earlier, the Metropolitan Trial Court (MeTC), in a Decision dated 07 June 2011, found petitioner guilty of violation of BP 22, to wit:

**WHEREFORE**, premises considered, judgment is hereby rendered finding accused TERESITA ONG guilty beyond reasonable doubt for Violation of Batas Pambansa Bilang 22 and is hereby sentenced to suffer imprisonment of two (2) months for each case.

Accused TERESITA ONG is likewise ordered to pay private complainant Rosemarie J. Arenas the amount of P4,300,000.00 as and by way of civil damages with 12% interest per annum from April 5, 2001 until the debt shall have been paid in full, the amount of P300,000.00 as attorney's fees and the amount of P20,836.00 as reimbursement for the filing fees.

Costs against the accused.

**SO ORDERED.<sup>4</sup>**

<sup>3</sup> Id. at 8-11.

<sup>4</sup> Id. at 165-166.

The MeTC ruled that the prosecution was able to prove respondent issued the dishonored checks as payment for her ₱4.3 million loan obligation to petitioner. Respondent admitted she owes petitioner the amount covered by the said checks. The communication between the parties' counsels, including Atty. Padlan's admission of his client's obligation to petitioner and the fact that respondent has no unencumbered property to serve as security for the obligation, also shows the subsistence of the loan obligation despite respondent's claim of full payment. Hence, respondent was found guilty of violation of BP 22 for issuing the unfunded checks and was ordered liable for the amount of the dishonored checks as well as attorney's fees.<sup>5</sup>

### Ruling of the RTC

The RTC initially affirmed with modification the MeTC's ruling through its Decision dated 20 September 2011 by reducing the award of attorney's fees.<sup>6</sup> Undeterred, respondent filed a motion for reconsideration from the aforesaid decision. Pending resolution of the motion, respondent filed a motion for inhibition claiming the Presiding Judge was not in a position to adjudicate the cases with cold neutrality.<sup>7</sup>

In the meantime, on 08 December 2011, respondent filed a Motion to Observe and to Comply with Judicial Courtesy and averred that a petition for review is currently pending before the Supreme Court anent the civil action for accounting and damages.<sup>8</sup> Unbeknownst to the parties, the Court had rendered a Resolution dated 05 December 2011 denying respondent's petition for review and ultimately affirming the liability of respondent to petitioner on the amount covered by the dishonored checks, to wit:

Considering the allegations, issues, and arguments adduced in the petition for review on certiorari of the Decision and Resolution dated 31 May 2011 and 13 September 2011, respectively, of the Court of Appeals in CA G.R. CV No. 89816, the Court further resolves to *DENY* the petition for failure of petitioner to sufficiently show that the Court of Appeals committed any reversible error in the challenged decision and resolution as to warrant the exercise of this Court's discretionary appellate jurisdiction. Besides, the issues raised are factual in nature.<sup>9</sup>

On 20 December 2011, Presiding Judge Elpidio R. Calis voluntarily inhibited from resolving respondent's motion for reconsideration. The case was then raffled to Hon. Joselito F. Villarosa (Hon. Villarosa), who acted

<sup>5</sup> Id. at 163-165.

<sup>6</sup> Id. at 167-173.

<sup>7</sup> Id. at 12.

<sup>8</sup> Id. at 303-308.

<sup>9</sup> Id. at 300.

favorably on respondent's motion for reconsideration through an Order dated 30 March 2012, to wit:

WHEREFORE, premises considered, the questioned Decision of September 20, 2011, in these Criminal Cases Nos. 11-1961 to 11-1966, which affirmed the appealed decision of the Metropolitan Trial Court of Makati City in Criminal Case Nos. 300296 to 301, as well as the said appealed decision itself, are hereby reconsidered and reversed, and the Accused-Appellant is ACQUITTED of the crime of Violations of BP 22 charged therein. The awards for all civil liability under the trial court's Decision, as affirmed in instant Decision, as well as those under the present Decision itself, are likewise hereby reconsidered, reversed and DISMISSED.

SO ORDERED.<sup>10</sup>

Petitioner, thus, filed an Omnibus Motion (For: RECONSIDERATION OF THE ORDER DATED 30 MARCH 2012; AND INHIBITION), which was denied by RTC in an Order dated 28 May 2012.<sup>11</sup> Aggrieved, petitioner filed a petition for *certiorari* before the CA ascribing grave abuse of discretion on the part of the RTC in reversing the findings of the CA and SC stating that respondent owes petitioner the amount of ₱4.3 million covered by the six (6) dishonored checks.<sup>12</sup>

### Ruling of the CA

In the assailed Decision dated 05 April 2013, the CA denied the petition for *certiorari*, viz:

WHEREFORE, premises considered, the instant Petition is hereby DENIED.

**Costs against petitioner.**

SO ORDERED.<sup>13</sup>

According to the CA, at the time Hon. Villarosa resolved the motion for reconsideration of respondent on 30 March 2012, the Resolution dated 05 December 2011 rendered by the Court on the civil action for accounting and damages was not yet final. It only attained finality on 26 June 2012 as per the Entry of Judgment. Even the Order dated 28 May 2012 resolving petitioner's omnibus motion was rendered before the Court's resolution became final and executory. Hence, Hon. Villarosa did not reverse the

<sup>10</sup> Id. at 153.

<sup>11</sup> Id. at 154-158.

<sup>12</sup> Id. at 13.

<sup>13</sup> Id. at 20.

findings of the Court. Moreover, the civil action for accounting and damages did not pose issues in the nature of a prejudicial question warranting the suspension of the resolution of the case. At any rate, the remedy of petitioner should have been to file an appeal on the civil aspect of the case instead of an action for *certiorari*.<sup>14</sup>

The CA later denied petitioner's motion for reconsideration in the assailed Resolution dated 10 July 2013.

### Issue

Petitioner now comes before the Court assailing the CA's dismissal of her action for *certiorari* despite the RTC's reversal of the final decision of the CA and the SC.

### Ruling of the Court

The petition is meritorious.

#### *Relaxation of technical rules*

At the outset, the Court addresses the procedural aspect of the case anent the propriety of petitioner's filing of an action for *certiorari* instead of an appeal before the CA.

While a petition for *certiorari* may not substitute for a lost appeal as these two remedies are not interchangeable, this general rule admits exceptions especially where a rigid application of the rules will result in a manifest failure or miscarriage of justice. "[T]he merits of the petition and the need to accord substantial justice should outweigh a petitioner's nomenclature and the parties' procedural lapses."<sup>15</sup> In *Philippine Bank of Communications vs. Court of Appeals*,<sup>16</sup> the Court discussed the relaxation of technical rules in recognition of the broader interest of justice even if a wrong mode of appeal was utilized and was even filed beyond the reglementary period, hence:

We have not been oblivious to or unmindful of the extraordinary situations that merit liberal application of the Rules, allowing us, depending on the circumstances, to set aside technical infirmities and give due course to the appeal. In cases where we dispense with the

<sup>14</sup> *Id.* at 14-19.

<sup>15</sup> *Spouses Godinez vs. Spousey Norman*, G.R. No. 225449, 26 February 2020 [Per J. Leonen].

<sup>16</sup> 805 Phil. 964 (2017) [Per J. Caguioa] citing *Tanenglian vs. Lorenzo*, 573 Phil. 472 (2008) [Per J. Chico-Nazario].

technicalities, we do not mean to undermine the force and effectiveness of the periods set by law. In those rare cases where we did not stringently apply the procedural rules, there always existed a clear need to prevent the commission of a grave injustice. **Our judicial system and the courts have always tried to maintain a healthy balance between the strict enforcement of procedural laws and the guarantee that every litigant be given the full opportunity for the just and proper disposition of his cause.** x x x

XXX XXX XXX

In *Sebastian v. Morales*, we ruled that rules of procedure must be faithfully followed except only when, **for persuasive reasons, they may be relaxed to relieve a litigant of an injustice not commensurate with his failure to comply with the prescribed procedure**, thus:

XXX XXX XXX

The Court has allowed some meritorious cases to proceed despite inherent procedural defects and lapses. This is in keeping with the principle that rules of procedure are mere tools designed to facilitate the attainment of justice and that strict and rigid application of rules which would result in technicalities that tend to frustrate rather than promote substantial justice must always be avoided. **It is a far better and more prudent cause of action for the court to excuse a technical lapse and afford the parties a review of the case to attain the ends of justice, rather than dispose of the case on technicality and cause grave injustice to the parties, giving a false impression of speedy disposal of cases while actually resulting in more delay, if not a miscarriage of justice.**

Considering the merits of the case and the highly irregular circumstance, which, if left uncorrected, would lead to a situation where petitioner is confronted with conflicting decisions and unable to enforce her settled claim, the Court deems it proper for the CA to have relaxed technical rules so as not to frustrate the ends of justice. Indeed, the resort to a petition for *certiorari* has been allowed despite the existence of a prior available appeal where the orders rendered and assailed were issued either in excess of or without jurisdiction.<sup>17</sup>

#### *On immutability of judgments*

We now go to the substantive issues of the case. “Under the doctrine of finality and immutability of judgment, a decision that has acquired finality becomes immutable and unalterable, and may no longer be modified in any respect, even if the modification is meant to correct erroneous conclusions of fact and law, and even if the modification is made by the court that rendered it or by the Highest Court of the land. Any act that violates the principle must be immediately stricken down.”<sup>18</sup>

<sup>17</sup> *Orlina vs. Ventura*, G.R. No. 227033, 03 December 2018 [Per CJ Peralta].

<sup>18</sup> *Roy III vs. Herbosa*, 800 Phil. 459 (2016) [Per J. Caguioa], citing *FGU Insurance Corp. v. RTC of Makati City*.

It is undisputed that the Court's Resolution dated 05 December 2011 had already attained finality on 26 June 2012 as evidenced by an Entry of Judgment.<sup>19</sup> Said case had been ruled with finality declaring respondent liable to petitioner for the amount covered by the six (6) dishonored checks. Courts are then precluded from making a ruling altering the final judgment.

The RTC and the CA harps on the fact that the Court's Resolution dated 05 December 2011 had yet to attain finality when the RTC issued its assailed orders. While indeed true, the Court is perplexed why the RTC did not exercise prudence and caution in issuing the assailed orders even if petitioner had furnished it with a copy of the Court's Resolution dated 05 December 2011 when the latter filed her omnibus motion for reconsideration. At that stage of the proceedings where only a motion for reconsideration is pending before the Court, the risk of running counter with the Court's pronouncement declaring respondent liable to petitioner for the amount covered by the dishonored checks is very high.

To Our minds, the RTC carelessly ignored such risk by its refusal to exercise caution and prudence and its insistence on its own findings. Such gamble resulted to the current predicament where the RTC's ruling is the total opposite as that of the ruling in the civil case for accounting and damages as affirmed by the CA and this Court. Worse, the RTC's actions allowed the case to drag on and has effectively prevented petitioner from enforcing her claims for several years instead of the issues having ended if only it waited for a short while. All these could have been avoided if the RTC refrained from immediately acting on the civil aspect of the BP 22 cases and waited until the Court's Resolution dated 05 December 2011 became final. As it turns out, said resolution became final on 26 June 2012 or a little less than a month before the RTC issued its Order dated 28 May 2012 denying petitioner's omnibus motion for reconsideration.

To emphasize the incongruity of the situation, the Court restates the RTC's ruling in its Order dated 30 March 2012 holding there was already full payment of the ₱4.3 million, to wit:

As admitted by private complainant in her Complaint-Affidavit before the Makati City Prosecutor's Office, the 6 principal checks were issued sometime in 1999. For her part, accused-appellant presented a copy of her civil complaint for accounting (Exhibit 64) specifying that the issuance was sometime in the month of March or April 1999 which was not denied in private complainant's Answer with Counterclaims. It was also alleged in the said Complaint, that the 6 principal checks will not be presented for payment on their due dates because accused-appellant will be making payments thereon in the meantime, which was also not denied.

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<sup>19</sup> *Rollo*, p. 301.

The 6 principal checks were issued postdated and payable in the middle of June 2000 (Exhibits A, B, C, D, E and F).

Pursuant to the undertaking of accused-appellant to make payments in the meantime, she presented fifty seven (57) checks, issued and encashed by private complainant within the said interim period, that is, from the issuance of the 6 checks in 1999 up to their due dates in the middle of June 2000, to wit:

X X X X

As against the total amount of the 6 principal checks of P4,300,000.00, the total amount of the above 57 checks is P4,443,000.00, or with an excess of P143,000.00.

The above payments were duly testified to by the defense witness Ma. Theresita Co. Aside from the fact that there were agreements for the payment of an obligation, that the 6 postdated checks will not be deposited for payment on their due dates because the maker will make payments in the meantime, it is only normal that the above payments are such payments because it is presumed "That the ordinary course of business has been followed." (Section 3(q), Rule 131, Rules of Court). Considering that the 6 subject checks had been totally discharged by full payment even prior to their due dates, they have lost their respective considerations and had thereby become null and void; in short, had ceased to legally exist as negotiable instruments.<sup>20</sup>

Meanwhile, the CA in CA-G.R. CV. No. 89816, as affirmed by the Court's final and executory Resolution dated 05 December 2011, oppositely ruled in the following wise:

Herein, plaintiff-appellant failed to establish her claim of payment to herein defendant-appellee. First, she claimed that she issued replacement checks after partial payments were made as requested by the defendant-appellee, such claim is illogical. No educated businesswoman will issue another postdated checks to secure the same loan, knowing there's already checks issued to secure the same knowing she already partially paid the said loan through installment. Second, if she knows that she was paying almost every week from April 200[0] up to July 2000 for the subject loan in the amount ranging from Php 3,000.00 to 150,000.00 (as evidenced by the fifty-seven (57 checks)) why didn't she raise the said payments when she received the first demand letter, which states that the checks she issued in the amount of Php 4.3 million were dishonored. Instead of objecting to the act of defendant-appellee of depositing the said checks in contravention of their agreement not to deposit the same, she sent her counsel to negotiate the payment of the said loan when in fact they already have an arrangement on how to settle the loan and that's by installment. Third, plaintiff-appellant claims that she didn't consent to the letter of admission written by her counsel Atty. Padlan. [H]owever, in the Memorandum for the Plaintiff, it was stated that "the letter of Atty. Padlan

<sup>20</sup> Id. at 150-152.

mentioned in the Answer was sent in good faith in view of her desire to maintain her friendly relations with the defendant-appellee and was written prior to a full accounting between her and defendant. Hence, she admits that she indeed knew about the letter and its contents, such admission constitutes “admission against the interest.” x x x<sup>21</sup>

From the Court’s perspective, the RTC’s obstinate refusal to hold in abeyance the issuance of a ruling and to reconsider its earlier stance even on the civil aspect of the BP 22 cases is tantamount to grave abuse of discretion. As defined in our jurisprudence, grave abuse of discretion exists “when there is a capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction, such as where the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and it must be so patent and gross so as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law.”<sup>22</sup> The CA, thus, erred finding no grave abuse of discretion on the part of the RTC and rendering judgment, which violated the doctrine of immutability of judgment.

*The RTC’s failure to exercise  
judicial courtesy*

Petitioner further faults the RTC for its failure to exercise judicial courtesy leading to a ruling contrary to that of the Court’s pronouncement. Such argument is well-taken. “[T]he principle of judicial courtesy is based on the hierarchy of courts and applies only to lower courts in instances where, even if there is no writ of preliminary injunction or TRO issued by a higher court, it would be proper for a lower court to suspend its proceedings for practical and ethical considerations.”<sup>23</sup> It applies when a strong probability exists that the issues before the higher court would be rendered moot as a result of the continuation of the proceedings in the lower court.<sup>24</sup>

When the RTC rendered the Orders dated 30 March 2012 and 28 May 2012 dismissing the civil aspect of the BP 22 cases, it was well aware of the civil case for accounting and damages pending before the highest court. It was, in fact, respondent who called the trial court’s attention to the pendency of the civil case before the Court when she filed a Motion to Observe and to Comply with Judicial Courtesy. Again, the case for accounting and damages is centered on the civil liability of respondent to petitioner for the amount covered by the dishonored checks and is highly interrelated, if not the same as the civil aspect of the BP 22 cases. Unfortunately, the RTC did not find

<sup>21</sup> Id. at 292-293.

<sup>22</sup> *Tua vs. Mangrobang*, 725 Phil. 208 (2014) [Per CJ Peralta], citing *Chua Huat v. Court of Appeals*.

<sup>23</sup> *Kida vs. Senate of the Philippines*, 683 Phil. 198 (2012) [Per J. Brion]. See also *Nicart vs. Titong*, 749 Phil. 934 (2014) [Per J. Velasco].

<sup>24</sup> *Go-Yu v. Yu*, G.R. No. 230443, 03 April 2019 [Per CJ Peralta].

the said principle of judicial courtesy applicable as it disregarded the fact that there is an intimate correlation between the two proceedings although technically, there exists no prejudicial question. While the RTC could not be faulted for rendering a decision on the criminal case, the least that it could have done, in deference to judicial courtesy, was to suspend its proceedings anent the civil aspect of the case.

#### *Respondent's liability*

Given the final and executory resolution of the Court affirming respondent's liability to petitioner for the amount covered by the six (6) dishonored checks, petitioner should rightly be awarded ₱4.3 million, the face value of the following dishonored Equitable PCI Bank checks issued by respondent:

<u>Check No.</u>	<u>Amount</u>	<u>Date</u>
0071728	₱300,000.00	17 June 2000
0071712	₱500,000.00	23 June 2000
0071711	₱1,000,000.00	23 June 2000
0071727	₱500,000.00	16 June 2000
0071726	₱500,000.00	13 June 2000
0071725	₱1,500,000.00	13 June 2000 <sup>25</sup>

In line with prevailing jurisprudence,<sup>26</sup> the rate of legal interest shall be twelve percent (12%) *per annum* from 05 April 2001,<sup>27</sup> the date of filing of the Informations, until 30 June 2013, and, from 01 July 2013, the new rate of six percent (6%) *per annum* applies. Finally, when the judgment of the court awarding a sum of money becomes final and executory, the rate of legal interest shall be six percent (6%) *per annum* from such finality until its satisfaction, the interim period being deemed to be by then an equivalent to a forbearance of credit.<sup>28</sup>

**WHEREFORE**, the petition is hereby **GRANTED**. Accordingly the assailed Decision dated 05 April 2013 and Resolution dated 10 July 2013 of the Court of Appeals in CA-G.R. SP No. 125989 are **REVERSED and SET ASIDE**. Respondent Teresita Ong is **ORDERED** to pay petitioner Rosemarie J. Arenas the amount of Four Million Three Hundred Thousand Pesos (₱4,300,000.00) with interest thereon at twelve percent (12%) *per annum* from the date of the filing of the Informations on 05 April 2001 until 30 June 2013, and interest at the rate of six percent (6%) *per annum* from 01

<sup>25</sup> *Rollo*, pp. 159-160.

<sup>26</sup> *Nacar vs. Gallery Frames*, 716 Phil. 267 (2013) [Per CJ Peralta]; see also *Ongkingco vs. Sugiyama*, G.R. No. 217787, 18 September 2019 [Per CJ Peralta]; *Mandagan vs. Jose M. Valero Corp.*, G.R. No. 215118, 19 June 2019 [Per J. Caguioa].

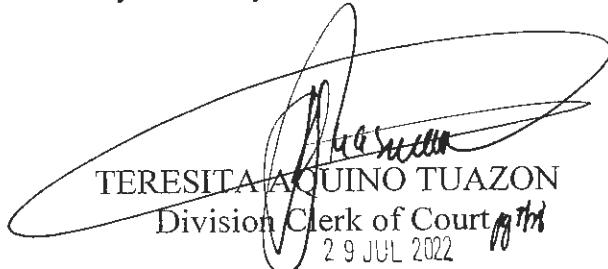
<sup>27</sup> *Rollo*, pp. 165.

<sup>28</sup> *Hun Hyung Park vs. Eung Won Choi*, G.R. No. 220826, 27 March 2019 [Per J. Caguioa].

July 2013 until this Resolution becomes final and executory. Further, this sum shall further earn interest at the rate of six percent (6%) *per annum* from the date of finality of this Resolution until full payment.

**SO ORDERED.”**

By authority of the Court:



TERESITA AQUINO TUAZON  
Division Clerk of Court *mtb*  
29 JUL 2022

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HON. PRESIDING JUDGE (reg)  
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Makati City  
(Crim. Case Nos. 11-1961-1966)

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