



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated March 22, 2023 which reads as follows:*

“G.R. No. 235269 (*DMCI Project Developers, Inc. vs. Nelia Bernadas, Noel Batanes, Eduardo Nonsol, Jose Balde, Elmor Mabatan, and Lilio M. Rebueno*). — Before the Court is a Petition for Review on Certiorari<sup>1</sup> under Rule 45 of the Rules of Court which seeks to reverse and set aside the April 21, 2017 Decision<sup>2</sup> and the October 27, 2017 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. SP No. 125055. In the assailed Decision and Resolution, the CA affirmed the May 27, 2011 and April 4, 2012 Resolutions<sup>4</sup> of the National Labor Relations Commission (NLRC) in NLRC NCR 00-08-04508-96, 00-09-05511-96, 00-09-05845-96, 00-10-06346-96, 00-11-07238-96, and 00-12-07439-96 (CA No. 015478-98 [AE-03-11]) which, in turn, sustained the Labor Arbiter’s (LA) January 4, 2011 Order<sup>5</sup> granting the Motion to Nullify the Deed of Sale and/or Certificate of Redemption of Real Property and Release and Quitclaim<sup>6</sup> filed by Nelia Bernadas, Noel Batanes, Eduardo Nonsol, Jose Balde, Elmor Mabatan, and Lilio M. Rebueno (*respondents*).

**Antecedents**

In 1996, respondents, along with co-complainants Lidfiel Marikit (*Marikit*) and Jerson Talam (*Talam*) filed before the LA their respective complaints against Liberty Transport, Corp. and its owner, spouses Honorato

\* Also referred to as “Lilio” in some parts of the *rollo* (see *rollo*, pp. 10 and 50).

<sup>1</sup> *Rollo*, pp. 10-50.

<sup>2</sup> *Id.* at 52-60-A; penned by Associate Justice Myra V. Garcia-Fernandez and concurred in by Presiding Justice Andres B. Reyes, Jr. (retired Member of the Court) and Associate Justice Priscilla J. Baltazar-Padilla (retired Member of the Court).

<sup>3</sup> *Id.* at 62-63; penned by Associate Justice Myra V. Garcia-Fernandez and concurred in by Associate Justices Priscilla J. Baltazar-Padilla (retired Member of the Court) and Pablito A. Perez.

<sup>4</sup> *Id.* at 89-111; 112-114; penned by Presiding Commissioner Raul T. Aquino and concurred in by Commissioners Teresita D. Castillon-Lora and Napoleon M. Menese.

<sup>5</sup> *Id.* at 299-308; penned by Labor Arbiter Antonio R. Macam.

<sup>6</sup> *Id.* at 116-122.

D. Lacsina<sup>7</sup> and Milagros Lacsina<sup>8</sup> (*Spouses Lacsina*), for illegal dismissal, non-payment of wages, and other money claims. The said complaints were docketed as NLRC NCR 00-08-04508-96, 00-09-05511-96, 00-09-05845-96, 00-10-06346-96, 00-11-07238-96, and 00-12-07439-96, and the same were consequently consolidated.<sup>9</sup>

On April 27, 1998, the LA rendered a Decision<sup>10</sup> in favor of the complainants. The dispositive portion of the LA decision reads:

WHEREFORE, premises considered, judgment is rendered declaring the dismissal of the complainants as illegal and ordering the respondents to reinstate the complainants with backwages computed as of the date of this decision until their reinstatement and to pay their 13th month pay, as hereunder stated:

BACKWAGES

(1).	Nelia Bernadas	₱133,000.00
(2).	Jose Balde	162,000.00
(3).	Noel Batanes	151,800.00
(4).	Elmor Mabatan	151,600.00
(5).	Lidfiel Marikit	151,800.00
(6).	Jerson Talam	178,560.00
(7).	Lilio Rebueno	158,400.00
(8).	Eduardo Nonsol	158,400.00

13th MONTH PAY

(1).	Nelia Bernadas	₱11,000.00
(2).	Jose Balde	13,500.00
(3).	Noel Batanes	12,500.00
(4).	Elmor Mabatan	12,500.00
(5).	Lidfiel Marikit	12,500.00
(6).	Jerson Talam	14,700.00
(7).	Lilio Rebueno	13,000.00
(8).	Eduardo Nonsol	13,000.00

For insufficiency of evidence, the claim for moral and exemplary damages is hereby dismissed.

For reasonable attorney's fees, the respondents are hereby ordered to pay the complainants, the equivalent of 10% of the recoverable award in this case.

All other claims are hereby dismissed for lack of merit.

<sup>7</sup> Also referred to as "Higino Honorato D. Lacsina" in some parts of the *rollo* (see *rollo*, pp. 129 and 670).

<sup>8</sup> Also referred to as "Mila Lacsina" in some parts of the *rollo* (see *rollo*, pp. 89 and 112).

<sup>9</sup> See *rollo*, p. 621.

<sup>10</sup> *Id.* at 621-635; penned by Labor Arbiter Manuel R. Caday.

SO ORDERED.<sup>11</sup>

On appeal, the NLRC affirmed the LA's Decision in its Resolution dated February 29, 2000.<sup>12</sup> The dispositive portion states:

WHEREFORE, in the light of the foregoing, the appeal is hereby, DENIED for lack of merit.

The assailed Decision dated April 27, 1998, is hereby, AFFIRMED with Modification that in lieu of reinstatement, respondent is ordered to pay complainants separation pay equivalent to one (1) month pay for every year of service.

All other reliefs herein sought and prayed for are hereby, DENIED for lack of merit.

SO ORDERED.<sup>13</sup>

Eventually, the judgment in the main labor case attained finality.<sup>14</sup>

Pursuant to the 5<sup>th</sup> Alias Writ of Execution<sup>15</sup> issued by the LA, Sheriff Ramon Nonato P. Dayao (*Sheriff Dayao*) levied upon the corresponding share of Spouses Lacsina in the parcel of land covered by Transfer Certificate of Title (TCT) No. 25491 (the subject property herein).<sup>16</sup> The said land is registered in the names of Higino Honorato D. Lacsina, married to Milagros Lacsina; Reynaldo Bonifacio D. Lacsina, married to Evelyn Lacsina; and Renato G. Dionisio, married to Corazon Platon Dionisio – more particularly described as follows:

A parcel of land (Lot 2, Plan Psu-203439, LRC Case No. N-9631, LRC Rec. No. N-52015), situated in the Sitio of Lawa, Barrio of Bambang, Mun. of Taguig, Province of Rizal. x x x containing an area of SIXTEEN THOUSAND FOUR HUNDRED SIXTY ONE (16,461) SQUARE METERS, more or less. x x x<sup>17</sup>

A Notice of Levy<sup>18</sup> dated March 15, 2006 was then annotated on TCT No. 25491.<sup>19</sup> It stated that the corresponding share of Honorato Lacsina in the subject property was levied.<sup>20</sup>

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<sup>11</sup> Id. at 634-635.

<sup>12</sup> Id. at 636-649.

<sup>13</sup> Id. at 648.

<sup>14</sup> Id. at 674.

<sup>15</sup> Id. at 250-257.

<sup>16</sup> Id. at 129-132.

<sup>17</sup> Id. at 129-130.

<sup>18</sup> Id. at 650.

<sup>19</sup> Id. at 131.

<sup>20</sup> Id. at 650.

On February 15, 2007, petitioner DMCI Project Developers, Inc. (*DMCI*) filed before the LA a Third-Party Claim with the attached Affidavit of Title Over Property,<sup>21</sup> claiming that it is the owner of the subject property under TCT No. 25491. It alleged that the subject property, then covered by TCT No. 615, was sold by its previous owners, Honorato D. Lacsina, Reynaldo Bonifacio D. Lacsina, and Renato G. Dionisio, to Taguig Land Development Corporation (*Taguig Land*) way back on December 29, 1995 via a Deed of Sale (*1995 Deed of Sale*);<sup>22</sup> and that Taguig Land later merged with DMCI in 1997.

In its Order<sup>23</sup> dated October 18, 2007, the LA denied the Third-Party Claim of DMCI. It stated that DMCI had not recorded its alleged claim of ownership in the title of the subject property covered by TCT 25491. Further, the LA underscored that while DMCI claims to be the owner of the property pursuant to an alleged 1995 Deed of Sale, it was unbelievable that for a period of 11 long years, it failed to annotate its claim at the back of the title or secure another TCT in its name. It was also highlighted that the third-party claim came too late in the day as the levy made by the sheriff on the subject property was made on March 15, 2006, even before DMCI could record its interest over the title.<sup>24</sup> Thus, the LA ruled that DMCI does not have a valid third-party claim. The dispositive portion states:

WHEREFORE, there being absence of a restraining order emanating from higher court, the Sheriff is hereby commanded to conduct the sale on execution after compliance with all the legal requirements and to turn over the proceeds to the NLRC Cashier as the case may be for the proper disposition to the complainants.

SO ORDERED.<sup>25</sup>

The October 18, 2007 Order of the LA was affirmed by the NLRC in its November 28, 2008 Resolution<sup>26</sup> and later by the final and executory decision of the CA in C.A. G.R. No. SP No. 107334.<sup>27</sup>

On March 4, 2009, the LA issued an Order<sup>28</sup> directing the sheriff to proceed with the execution to satisfy the judgment award rendered in the main labor case, which stood at ₱1,896,820.00<sup>29</sup> per the 5<sup>th</sup> Alias Writ of Execution. Thereafter, a public auction was conducted on April 3, 2009 in

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<sup>21</sup> Id. at 651-656.

<sup>22</sup> Id. at 670-673.

<sup>23</sup> Id. at 658-659.

<sup>24</sup> Id.

<sup>25</sup> Id. at 659.

<sup>26</sup> Id. at 668-669.

<sup>27</sup> Id. at 674.

<sup>28</sup> Id. at 249.

<sup>29</sup> Id. at 255.

which the subject property was sold to respondents, through their attorney-in-fact Evelyn Insilay Rebueno (*Evelyn*), who had the highest bid price of ₱1,915,800.00, covering the monetary award and the execution fees and other incidental expenses.<sup>30</sup> Pursuant to NLRC rules, respondents were no longer required to pay their bid price but the same was applied to the judgment due them. Sheriff Dayao then issued a Certificate of Sale<sup>31</sup> which was inscribed on TCT No. 25491 on June 3, 2009.<sup>32</sup>

DMCI then alleged that on June 29, 2009, respondents, including Marikit and Talam, executed a Deed and/or Certificate of Redemption of Real Property<sup>33</sup> (*Deed of Redemption*), and a Release and Quitclaim<sup>34</sup> (*Quitclaim*) in favor of DMCI. The Deed of Redemption essentially stated that respondents, Marikit, and Talam were no longer interested in consolidating the ownership of the subject property in their names as they had already received the sum of ₱1,915,800.00 as full payment of respondents' obligation in the main labor case.<sup>35</sup> On the other hand, the Quitclaim essentially stated that respondents, Marikit, and Talam release, remise, and forever discharge Spouses Lacsina and DMCI from all liabilities and obligations.<sup>36</sup>

On June 30, 2009, the purported 1995 Deed of Sale executed in favor of Taguig Land was annotated on TCT No. 25491.<sup>37</sup> A Petition<sup>38</sup> was also filed before the Register of Deeds for the cancellation of the Certificate of Sale annotated on TCT No. 25491.

On July 31, 2009, an entry "Cancellation of the Certificate of Sale" was annotated on TCT No. 25491.<sup>39</sup> As a consequence of these incidents, TCT No. 12619<sup>40</sup> was issued in the name of Taguig Land and TCT No. 25491 was cancelled.

Meanwhile, on June 4, 2010, Sheriff Dayao issued a Final Deed of Sale<sup>41</sup> in favor of respondents in connection with the April 3, 2009 auction sale and the annotated certificate of sale on TCT No. 25491 stating among

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<sup>30</sup> Id. at 182.

<sup>31</sup> Id. at 181-183.

<sup>32</sup> Id. at 132.

<sup>33</sup> Id. at 187-193.

<sup>34</sup> Id. at 194-200.

<sup>35</sup> Id. at 187.

<sup>36</sup> Id. at 194.

<sup>37</sup> Id. at 132.

<sup>38</sup> Id. at 201-208.

<sup>39</sup> Id. at 132.

<sup>40</sup> Id. at 177-178.

<sup>41</sup> Id. at 184-186.

others, that the period of redemption had elapsed without the subject property being redeemed.

On August 13, 2010, respondents,<sup>42</sup> represented by their attorney-in-fact, Evelyn, and through counsel, filed before the LA a Motion to Nullify the Deed of Sale and/or Certificate of Redemption of Real Property and Release and Quitclaim.<sup>43</sup> The motion alleged that on July 7, 2010, Evelyn went to the Register of Deeds of Taguig City for the consolidation of TCT No. 25491 in the name of respondents. To her surprise, Evelyn learned that the subject property was already transferred to Taguig Land and that TCT No. 12619 was issued cancelling TCT No. 25491 on the basis of the Deed of Redemption<sup>44</sup> and Quitclaim<sup>45</sup> (or the subject documents) in favor of DMCI allegedly executed on June 29, 2009 by the complainants.

The motion then averred that the Deed of Redemption and Quitclaim were falsified considering that: (1) one of the signatories therein, Marikit, could not have signed the documents since he already died as early as January 15, 1997,<sup>46</sup> (2) another signatory, Talam, already settled his claim with Spouses Lacsina on September 16, 2000 by receiving ₱30,000.00 and a bus,<sup>47</sup> and (3) the sheriff's office issued a Certification<sup>48</sup> dated July 16, 2010 stating that there was no stipulated agreement and/or payments made to the respondents.

In support of the motion, a Joint Affidavit<sup>49</sup> of respondents was attached therewith attesting to the fact that they neither executed a Deed of Redemption and Quitclaim in favor of DMCI nor actually received the monetary award. Ultimately, the motion prayed that an order be issued by the LA nullifying the Deed of Redemption and Quitclaim; cancelling TCT No. 12619; and directing the consolidation and issuance of a new TCT in the name of respondents.<sup>50</sup>

In its Opposition,<sup>51</sup> DMCI alleged that the August 13, 2010 Motion should be dismissed for the lack of authority of Evelyn to file the same

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<sup>42</sup> While the motion stated that the same was filed by "complainants" (who would include Marikit and Talam), the said motion was clearly filed by respondents only, through their attorney-in-fact, Evelyn, being the purchasers at the execution sale.

<sup>43</sup> *Rollo*, pp. 116-122.

<sup>44</sup> *Id.* at 187-188.

<sup>45</sup> *Id.* at 194-200.

<sup>46</sup> *Id.* at 157.

<sup>47</sup> *Id.* at 160.

<sup>48</sup> *CA rollo*, p. 84.

<sup>49</sup> *Rollo*, pp. 123-125.

<sup>50</sup> *Id.* at 120.

<sup>51</sup> *Id.* at 162-167.

considering that her previous authority was already terminated upon the accomplishment of the purpose of the agency *vis-à-vis* the fact that respondents already received their monetary claims; that the presence or absence of Marikit and Talam is not sufficient ground to nullify the deed and/or certificate of redemption; and that the case should be dismissed because the judgment award in favor of respondents had already been satisfied.<sup>52</sup>

### **Ruling of the LA**

On January 4, 2011, the LA issued an Order, the dispositive portion of which reads:

ACCORDINGLY, the Motion to Nullify the Deed and/or Certificate of Redemption and the Quitclaim and Release is granted and the said documents are hereby nullified. And as prayed for, the title issued under the name of Taguig [L]and Development Corporation under TCT [N]o. 12619, is ordered cancelled and a new Transfer Certificate of Title be issued by the Registry of Deeds of Taguig in favor of the complainants.

SO ORDERED.<sup>53</sup>

In granting the August 13, 2010 Motion, the LA ruled that DMCI has no personality to redeem the subject property because it is not a redemptioner under the NLRC Manual on Execution of Judgment<sup>54</sup> (*NLRC Manual*). In particular, the LA opined that DMCI could not be considered as a successor-in-interest of Spouses Lacsina by virtue of the 1995 Deed of Sale in view of its decision in the third-party claim, as affirmed by both the NLRC and the CA, wherein the said corporation's claim of ownership over the subject property was rejected and thus not recognized as successor-in-interest of the aforesaid spouses. The LA further held that DMCI violated the NLRC Manual when it failed to notify the sheriff of its intention to redeem the subject property. Also, the LA looked upon with disfavor the quitclaims and release allegedly executed by respondents for being contrary to public policy. As to Evelyn's authority to represent respondents in the filing of the August 13, 2010 Motion, the LA held that Evelyn's authority could not be considered to have already been automatically revoked by DMCI's alleged full payment to respondents; such payment would only automatically revoke Evelyn's authority if DMCI had the right to redeem the subject property.<sup>55</sup>

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<sup>52</sup> Id. at 162-164.

<sup>53</sup> Id. at 308.

<sup>54</sup> As amended by Resolution No. 02-02, Series of 2002. Approved: July 3, 2002.

<sup>55</sup> *Rollo*, pp. 303-307.

Aggrieved with the LA's ruling, DMCI appealed<sup>56</sup> to the NLRC.

### **Ruling of the NLRC**

On May 27, 2011, the NLRC issued a Resolution dismissing DMCI's appeal for lack of merit. The dispositive portion states:

WHEREFORE, the assailed Order is, hereby, AFFIRMED, and the appeal, DISMISSED, for lack of merit.

SO ORDERED.<sup>57</sup>

The NLRC held that no presumption of regularity could be accorded to the subject documents considering that the signatures of Marikit and Talam were forged, and that the same were notarized by DMCI's counsel. Without the presumption of regularity being attached to the subject documents, the NLRC then concluded that respondents never truly appeared before the notary public, and that there was no payment of the price indicated in the subject documents as there was no independent proof that said amount was actually received by respondents. It also ruled that the redemption was invalid because DMCI was neither a judgment debtor nor a successor-in-interest, and because it failed to notify its intention to redeem the subject property and to file the Deed and/or Certificate of Redemption with the NLRC Sheriff, in violation of the mandatory provision under Section 12 of the NLRC Manual. Likewise, the NLRC held that Evelyn remained to be authorized to represent respondents, and it brushed aside the other technical defects in the August 13, 2010 Motion alleged by DMCI.<sup>58</sup>

Moreover, the NLRC rebuffed DMCI's argument that the LA had no jurisdiction to rule on the August 13, 2010 Motion on the allegation that the labor case had already been terminated with the payment of the amount stated in the subject documents. It explained that it is within the jurisdictional competence of the LA to ascertain such fact in the exercise of its supervisory control over its process of execution and to determine every question of fact and law involved therein. Lastly, the NLRC noted that DMCI's contention that its title cannot be collaterally attacked was only raised for the first time on appeal; thus, such defense is deemed waived and may no longer be entertained.<sup>59</sup>

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<sup>56</sup> Id. at 309-344.

<sup>57</sup> Id. at 110.

<sup>58</sup> Id. at 106-108.

<sup>59</sup> Id. at 109-110.



On June 8, 2011, DMCI received the May 27, 2011 NLRC Resolution.<sup>60</sup> Not amenable to the ruling of the NLRC, DMCI moved for reconsideration thereof on June 21, 2011.<sup>61</sup>

In the interim, on August 25, 2011, pursuant to the Entry of Judgment, respondents, through Evelyn, filed a letter-request with the Register of Deeds of Taguig City, praying that the January 4, 2011 Order of the LA be implemented and registered pursuant to the Register of Deeds' ministerial duties. To avoid any conflict involving the title to the subject lot, the Register of Deeds elevated the matter to the Land Registration Authority (*LRA*) *via* consulta (*LRA case*).<sup>62</sup>

On April 3, 2013, the LRA issued a Resolution,<sup>63</sup> in Consulta No. 5208, ruling that the January 4, 2011 NLRC Order and its July 19, 2011 Entry of Judgment were registrable. Aggrieved, DMCI assailed the LRA Resolution regarding the registrability of the January 4, 2011 NLRC Order to the CA, and eventually to the Court, which was docketed as G.R. No. 221978, entitled "*DMCI Project Developers, Inc. v. Bernadas*."

Meanwhile, DMCI also filed on November 10, 2011, before the Regional Trial Court of Pasig City (*RTC*), a Complaint for Quieting of Title<sup>64</sup> against respondents, Sheriff Dayao, and the Register of Deeds of Taguig City. DMCI prayed, among others, in that separate complaint before the *RTC* that a judgment be rendered:

a) **NULLIFYING, CANCELLING and SETTING ASIDE** the questioned levy on execution under Entry No. 5371/25491 and Certificate of Sale (Entry No. 3252) in favor of [respondents] **as well as any and all orders, resolutions or proceedings of execution in NLRC NCR Case No. 00-08-04508-96 or any and all acts of execution arising therefrom** for being null and void in relation to the subject property, the same having been issued without jurisdiction against the plaintiff;

b) x x x **ENJOINING the defendants, their successors, agents and all persons acting under their authority from enforcing and implementing** the questioned levy on execution under Entry No. 5371/25491 and Certificate of Sale (Entry No. 3252) annotated at TCT No. 25491 and the Certificate of Sale in favor of [respondents] **as well as any and all orders, resolutions or proceedings of execution in NLRC NCR Case No. 00-08-04508-96 or any and all acts of execution arising therefrom** for being null and void in relation to the subject property, the

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<sup>60</sup> Id. at 67.

<sup>61</sup> Id. at 112.

<sup>62</sup> Id. at 687.

<sup>63</sup> Id. at 686-690.

<sup>64</sup> Id. at 462-471; docketed as SCA No. 3658-TG.

same having been issued without jurisdiction against the plaintiff[.]<sup>65</sup>  
(Emphases supplied)

Going back to the main case, on April 4, 2012, the NLRC denied DMCI's motion for reconsideration for having been filed beyond the 10-day reglementary period.<sup>66</sup> Aggrieved with the NLRC's Resolutions, DMCI filed a Petition for *Certiorari*<sup>67</sup> under Rule 65 before the CA.

While said petition was pending before the CA, respondents moved before the LA for the issuance of a writ of execution directing the Register of Deeds of Taguig to issue a new TCT in their favor, there being no restraining order issued by the CA. However, in an Order<sup>68</sup> dated June 19, 2015, LA Remedios Tirad-Capinig (*LA Tirad-Capinig*) denied respondents' motion, and ruled that the writ of execution applied for, *i.e.*, to order the Register of Deeds of Taguig City to cancel TCT No. 12619 and to issue a new TCT in their names, is beyond the jurisdiction of the LA and would constitute a collateral attack on the title. In view of this incident, DMCI filed with the CA a Manifestation with Urgent Motion to Admit Supplement to Petitioner's Memorandum,<sup>69</sup> informing said appellate court of LA Tirad-Capinig's June 19, 2015 Order.

### **Ruling of the CA**

On April 21, 2017, the CA rendered the herein assailed Decision, dismissing the petition for *certiorari*. The CA agreed with DMCI that it was an error for the NLRC to deny its motion for reconsideration on the ground that it was filed out of time, noting that the same was filed promptly on June 21, 2011 since the 10<sup>th</sup> day of the reglementary period fell on a Saturday while June 20, 2011 was declared as a special non-working holiday throughout the country. This notwithstanding, the CA found that the NLRC did not commit jurisdictional error in granting the August 13, 2010 motion and in cancelling the title issued in the name of Taguig Land. It held that DMCI failed to effect a valid redemption of the subject property since it did not follow the procedure under the NLRC Manual, and that there is no merit in DMCI's argument that Evelyn had no authority to file the August 13, 2010 Motion on behalf of respondents.<sup>70</sup>

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<sup>65</sup> Id. at 468-469.

<sup>66</sup> Id. at 57.

<sup>67</sup> Id. at 66-88.

<sup>68</sup> Id. at 542-547.

<sup>69</sup> Id. at 548-552.

<sup>70</sup> Id. at 58-60.

DMCI filed a Motion for Reconsideration<sup>71</sup> of the CA's Decision but the same was denied in the herein assailed Resolution dated October 27, 2017.

Undaunted, DMCI filed the instant Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, anchored on the following grounds:

- I. THE COURT OF APPEALS GRAVELY ERRED WHEN IT DISMISSED THE SUBJECT PETITION FOR *CERTIORARI*.
- II. THE COURT OF APPEALS SERIOUSLY ERRED WHEN IT RULED THAT DMCI FAILED TO EFFECT A VALID REDEMPTION OVER THE SUBJECT PROPERTY.
- III. THE COURT OF APPEALS SERIOUSLY ERRED WHEN IT FAILED TO RESOLVE AND CONSIDER THE CRUCIAL ISSUE THAT THE RESOLUTIONS OF THE NLRC DATED MAY 17, 2011 AND APRIL 4, 2012 CONSTITUTE A PROHIBITED COLLATERAL ATTACK ON DMCI'S TITLE.<sup>72</sup>

DMCI argues that the notarized subject documents enjoy the presumption of due execution, and that respondents failed to present clear and convincing evidence to overcome this presumption; that while its petition may include issues of facts which are generally not proper under Rule 45 petitions, the same warrants an exception to the rules; that the determination of validity and due execution of the subject documents belong to the jurisdiction of the regular courts since said documents include assignment of rights which need not comply with the NLRC rules on redemption; and that the NLRC cannot direct the cancellation of TCT No. 12619 of Taguig Land as it would constitute a prohibited collateral attack upon a certificate of title. DMCI also pointed out that, contrary to the contention raised by respondents in several instances, it committed no forum shopping in pursuing a petition for *certiorari* before the CA despite its filing of a complaint for quieting of title with the RTC.<sup>73</sup>

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<sup>71</sup> CA rollo, pp. 594-607.

<sup>72</sup> Rollo, pp. 21-22.

<sup>73</sup> Id. at 28-45.

On the other hand, respondents submit that the present petition raises questions of fact which cannot be reviewed by the Court; that the subject documents do not enjoy the presumption of due execution as they contain forged signatures and were irregularly notarized; that the LA can grant respondents' motion and direct for the cancellation of the certificate of title of Taguig Land since said tribunal has jurisdiction to hear and decide questions of fact and law arising from or incidental to the enforcement of its decision; and that DMCI committed forum shopping in filing the present petition considering that it had filed a civil action for quieting of title to recover the subject property.<sup>74</sup>

Meanwhile, the Court promulgated its decision in *DMCI Project Developers, Inc. v. Bernadas*, docketed as G.R. No. 221978,<sup>75</sup> regarding the registrability of the January 4, 2011 Order of the LA in the LRA Case. The Court essentially ruled in favor of respondents. It stated that the January 4, 2011 Order of the LA is registrable, pursuant to the Entry of Judgment dated May 16, 2012, which rendered the said order final and executory, regardless whether a writ of execution was issued. The dispositive portion states:

WHEREFORE, in view of the foregoing, the instant petition is DENIED. The Decision dated June 5, 2015 and the Resolution dated December 15, 2015 of the Court of Appeals in CA-G.R. SP No. 132268, affirming the April 3, 2013 Resolution and the September 26, 2013 Order of the Land Registration Authority in Consulta No. 5208, are AFFIRMED. **The National Labor Relations Commission's Order dated January 4, 2011 and the Entry of Judgment dated July 19, 2011 are registrable.**

SO ORDERED.<sup>76</sup> (Emphasis supplied)

### Ruling of the Court

The petition lacks merit.

*LA's jurisdiction; execution proceedings*

The NLRC has jurisdiction to determine, preliminarily, the parties' rights over a property, when it is necessary to determine an issue related to rights or claims arising from an employer-employee relationship.<sup>77</sup>

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<sup>74</sup> Id. at 606-617.

<sup>75</sup> Promulgated on April 4, 2022.

<sup>76</sup> Id.

<sup>77</sup> *Milan v. National Labor Relations Commission*, 753 Phil. 217, 232 (2015).

Article 217 of the Labor Code provides that the LA, in his or her original jurisdiction, and the NLRC, in its appellate jurisdiction, may determine issues involving claims arising from employer-employee relations.<sup>78</sup> Thus:

*Art. 217. Jurisdiction of the Labor Arbiters and the Commission. –*

a. Except as otherwise provided under this Code, the Labor Arbiters shall have original and exclusive jurisdiction to hear and decide, within thirty (30) calendar days after the submission of the case by the parties for decision without extension, even in the absence of stenographic notes, the following cases involving all workers, whether agricultural or non-agricultural:

1. Unfair labor practice cases;
2. Termination disputes;
3. If accompanied with a claim for reinstatement, those cases that workers may file involving wages, rates of pay, hours of work and other terms and conditions of employment;
4. Claims for actual, moral, exemplary and other forms of damages arising from the employer-employee relations;
5. Cases arising from any violation of Article 264 of this Code, including questions involving the legality of strikes and lockouts; and
6. Except claims for Employees Compensation, Social Security, Medicare and maternity benefits, all other claims arising from employer-employee relations, including those of persons in domestic or household service, involving an amount exceeding five thousand pesos (P5,000.00) regardless of whether accompanied with a claim for reinstatement.

b. The Commission shall have exclusive appellate jurisdiction over all cases decided by Labor Arbiters.<sup>79</sup>

As a rule, a claim only needs to be sufficiently connected to the labor issue raised and must arise from an employer-employee relationship for the labor tribunals to have jurisdiction.<sup>80</sup>

In *Bañez v. Hon. Valdevilla*,<sup>81</sup> the Court stated that the jurisdiction of the LA and the NLRC in Art. 217 is comprehensive enough to include claims for all forms of damages “arising from the employer-employee relations.”<sup>82</sup> In

<sup>78</sup> Id.

<sup>79</sup> LABOR CODE, Art. 217.

<sup>80</sup> *Milan v. National Labor Relations Commission*, supra at 234.

<sup>81</sup> 387 Phil. 601 (2000).

<sup>82</sup> Id. at 607-608.

other words, the LA has jurisdiction to award not only the reliefs provided by labor laws, but also damages governed by the Civil Code.

Similarly, in *Milan v. National Labor Relations Commission*,<sup>83</sup> the Court ruled that even the transfer of ownership of the employer's vehicle to the employee was still within the jurisdiction of the LA because it is connected to the separation of the employee from the employer and arose from the employer-employee relationship of the parties.<sup>84</sup>

Recently, in *Oceanmarine Resources Corporation v. Nedic*,<sup>85</sup> the Court ruled that the provision under Art. 1711<sup>86</sup> of the Civil Code cannot be used by employees against their employers before the regular courts for purposes of claiming compensation for work-related injury or death, which is exclusively regulated by Title II, Book IV of the Labor Code. The remedy of the employees is to file a complaint before the LA. Thus, this reinforces the notion that the LA has exclusive jurisdiction to try, decide, and execute cases involving issues arising from an employer-employee relationship.<sup>87</sup>

Further, the Court has long recognized that regular courts have no jurisdiction to hear and decide questions which *arise from and are incidental to the enforcement* of decisions, orders, or awards rendered in labor cases by appropriate officers and tribunals of the Department of Labor and Employment (*DOLE*). **To hold otherwise is to sanction splitting of jurisdiction which is obnoxious to the orderly administration of justice.**<sup>88</sup>

As a necessary consequence of the LA's jurisdiction, it undoubtedly has the power to execute final judgments and orders. In determining the significance of a writ of execution in enforcing orders of the NLRC, the NLRC Manual shall govern any question regarding the execution of a judgment of that body. It is well-settled that regular courts have no jurisdiction to hear and decide questions arising from and are incidental to the enforcement of decisions, orders, or awards rendered in labor cases by

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<sup>83</sup> *Supra*.

<sup>84</sup> *Id.* at 233-234.

<sup>85</sup> G.R. No. 236263, July 19, 2022.

<sup>86</sup> Art. 1711. Owners of enterprises and other employers are obliged to pay compensation for the death of or injuries to their laborers, workmen, mechanics or other employees even though the event may have been purely accidental or entirely due to a fortuitous cause, if the death or personal injury arose out of and in the course of the employment. The employer is also liable for compensation if the employee contracts any illness or disease caused by such employment or as the result of the nature of the employment.

<sup>87</sup> *Oceanmarine Resources Corporation v. Nedic*, *supra*.

<sup>88</sup> *Ando v. Campo*, 658 Phil. 636, 641-642 (2011), citing *Air Services Cooperative v. Court of Appeals*, 354 Phil. 905, 916 (1998); *Balais v. Hon. Velasco*, 322 Phil. 790, 807 (1996); *Cangco v. Court of Appeals*, 276 Phil. 742, 746 (1991). (Emphasis supplied)

officers and tribunals of the DOLE. The Rules of Court shall then only apply by analogy or in a suppletory character. As emphasized in *Balais v. Hon. Velasco*,<sup>89</sup> “[t]o hold otherwise, is to sanction split jurisdiction – which is obnoxious to the orderly administration of justice.”<sup>90</sup>

In *Tanongon v. Samson*,<sup>91</sup> the Court underscored that the Labor Code grants the NLRC sufficient authority and power to execute final judgments and awards. Thus, a third-party claim of ownership on a levied property should not necessarily prevent execution, particularly where the surrounding circumstances point to a fraudulent claim.<sup>92</sup>

Similarly, in *Lim v. Court of Appeals*,<sup>93</sup> the Court held that during the execution proceedings, fraudulent or simulated transfers of the subject lands may be invalidated by the LA. There, the LA found that the sales of the properties during the execution proceedings were made in fraud of the complainants-employees to thwart the enforcement of the employer’s obligations to them; hence, the sales were invalidated.<sup>94</sup>

In this case, the issue involves the propriety of the redemption of the subject property belonging to the employer during the execution stage, so that the proceeds could be used to satisfy the judgment in favor of respondent-employees.

Contrary to DMCI’s claim that the LA has no power to nullify a certificate of title, the issue herein is merely a necessary offshoot of the power of the LA to execute its final judgments and orders, including the determination of whether the redemption during the execution proceedings was properly undertaken.

It is also noteworthy that the Court has already tacitly recognized the jurisdiction of the LA over questions and issues regarding redemption of a property levied and sold to satisfy a decision in a labor case. In *Republic v. National Labor Relations Commission*,<sup>95</sup> the LA declared void and ineffectual the redemption made by a party beyond the prescribed period under the rule

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<sup>89</sup> *Supra*.

<sup>90</sup> *Id.* at 807.

<sup>91</sup> 431 Phil. 729 (2002).

<sup>92</sup> *Id.* at 738-740.

<sup>93</sup> 537 Phil. 255 (2006).

<sup>94</sup> *Id.* at 271-272.

<sup>95</sup> 376 Phil. 568 (1999).

then in force.<sup>96</sup> When the case reached the Court, the order of the LA was affirmed with no questions regarding its jurisdiction.

Undoubtedly, the LA has the authority to rule on the validity of the redemption made during the execution proceedings, such as in this case.

### *Redemption of levied properties*

At the time of the dispute in this case, the NLRC Manual governed the procedure regarding the redemption of levied properties before the LA. The pertinent provisions provide:

#### RULE VII SALE OF PROPERTY ON EXECUTION

X X X X

Section 11. *Redemption of Real Property Sold; Who may Redeem.* Real property sold as provided in the last preceding section or any part thereof separately, may be redeemed in the manner hereinafter provided, by the following parties/persons:

- a) The losing party, or his/her successor in interest in the whole or any part of the property;
- b) A creditor having a lien by attachment, judgment or mortgage on the property sold, or on some part thereof, subsequent to the judgment under which the property was sold. Such redeeming creditor is termed a redemptioner.

Section 12. *Time and Manner of, and Amounts Payable on, Successive Redemptions. Notice to be Given and Filed.* The losing party, or redemptioner, may redeem the property from the purchaser, at any time within twelve (12) months after the sale, by paying the purchaser the amount of his/her purchase, with one per centum per month interest thereon, in addition, up to the time of redemption, together with the amount of any assessments or taxes which the purchaser may have paid thereon after purchase and interest on such last-named amount at the same rate; and if the purchaser be also a creditor having a prior lien to that of the redemptioner, other than the judgment under which such purchase was made, the amount of such other lien, with interest. Property so redeemed may again be redeemed within sixty (60) days after the last redemption upon payment of the sum paid in the last redemption, with two per centum thereon in addition, and the amount of any assessments or taxes which the last redemptioner may have paid thereon after redemption by him/her, with interest on such last-named amount, and in addition, the amount of any liens held by said last redemptioner prior to his/her own, with interest. The

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<sup>96</sup> Id. at 573-574.



property may be again, and as often as a redemptioner is so disposed, redeemed from any previous redemptioner within sixty (60) days after the last redemption, by paying the sum paid on the last previous redemption, with two per centum thereon in addition, and the amount of any assessments or taxes which the last previous redemptioner paid after the redemption thereon, with interest thereon, and the amount of any liens held by the last redemptioner prior to his/her own, with interest.

Written notice of any redemption must be given to the sheriff who made the sale a duplicate filed with the Register of Deeds of the province or city, and if any assessments or taxes are paid by the redemptioner or if he/she has or acquires any lien other than that upon which the redemption was made, notice thereof must in like manner be given to the sheriff and filed with the register of deeds; if such notice be not filed, the property may be redeemed without paying such assessments, taxes or liens.

Section 13. *Effect of Redemption by Losing Party, and a Certificate to be Delivered and Recorded Thereupon. To Whom Payments on Redemption Made.* If the losing party redeems, he/she shall make the same payments as are required to effect a redemption by a redemptioner, whereupon the effect of the sale is terminated and he/she is restored to his/her estate, and the person to whom the payment is made shall execute and deliver to him/her a certificate of redemption acknowledged or approved before a notary public or other officer authorized to take acknowledgments of conveyances of real property. Such certificate must be filed and recorded in the office of the Register of Deeds of the province or city in which the property is situated, and the Register of Deeds must note the record thereof on the margin of the record of the certificate of sale. The payments mentioned in this and the last preceding sections may be made to the purchaser or redemptioner, or for him/her to the sheriff or duly designated officer who made the sale.

Section 14. *Proof Required of Redemptioner.* A redemptioner shall produce to the sheriff, or person from whom he/she seeks to redeem, and serve with his/her notice to the sheriff:

- a) A copy of the judgment or order under which he/she claims the right to redeem, certified by the proper officer wherein the judgment is docketed; or, if he/she redeems upon a mortgage or other liens, a memorandum of the record thereof, certified by the Register of Deeds;
- b) A copy of any assignment necessary to establish his/her claim, verified by the affidavit of himself/herself, or of a subscribing witness thereto;
- c) An affidavit by himself/herself or his/her agent, showing the amount then actually due on the lien.

Section 15. *Deed and Possession to be Given at Expiration of Redemption Period. By Whom Executed or Given.* If no redemption be made within twelve (12) months after the sale, the purchaser, or his/her assignee, is entitled to a conveyance and possession of the property; or, if so redeemed whenever sixty (60) days have elapsed and no other redemption

has been made, and notice thereof given, and the time of redemption has expired, the last redemptioner, or his/her assignee, is entitled to the conveyance and possession; but in all cases, the losing party shall have the entire period of twelve (12) months from date of the registration of the sale to redeem the property. The deed shall be executed by the sheriff making the sale or by his/her successor in office, and in the latter case, shall have the same validity as though the sheriff making the sale has continued in office and executed it.

Upon the execution and delivery of said deed, the purchaser, or redemptioner, or his/her assignee, shall be substituted to and acquire all the rights, title, interest and claim of the losing party to the property as of the time of levy, except as against the losing party in possession, in which case, the substitution shall be effective as of the date of the deed. The possession of the property shall be given to the purchaser or last redemptioner by the same sheriff unless a third party is actually holding the property adversely to the losing party.<sup>97</sup>

Based on the foregoing, when a property is sold at public auction during the execution proceedings before the LA, the following may redeem the property:

- a) The losing party, or his/her successor in interest in the whole or any part of the property;
- b) A creditor having a lien by attachment, judgment or mortgage on the property sold, or on some part thereof, subsequent to the judgment under which the property was sold. x x x<sup>98</sup>

To redeem the property, the losing party or redemptioner, must pay the purchaser at the execution sale the amount of the purchase price at any time within 12 months after the sale.<sup>99</sup> If a payment is made, a written notice of any redemption must be given by the redemptioner to the sheriff who made the sale and a duplicate shall be filed with the Register of Deeds.<sup>100</sup> In addition, the following documents should be given to the sheriff by the losing party or redemptioner:

- a) A copy of the judgment or order under which he/she claims the right to redeem, certified by the proper officer wherein the judgment is docketed; or, if he/she redeems upon a mortgage or other liens, a memorandum of the record thereof, certified by the Register of Deeds;
- b) A copy of any assignment necessary to establish his/her claim, verified by the affidavit of himself/herself, or of a subscribing witness thereto;
- c) An affidavit by himself/herself or his/her agent, showing the amount then actually due on the lien.<sup>101</sup>

<sup>97</sup> NLRC Manual, Rule VII, Secs. 11 to 15.

<sup>98</sup> Id., Sec. 11.

<sup>99</sup> Id., Sec. 12.

<sup>100</sup> Id.

<sup>101</sup> Id., Sec. 14.

Only when the losing party or redemptioner properly complies with the foregoing procedure shall he/she be restored to his/her title and the execution sale is terminated.<sup>102</sup> If no redemption is made within 12 months after the sale, the purchaser in the execution sale is entitled to a conveyance and possession of the property.<sup>103</sup>

In this case, as early as March 15, 2006, a Notice of Levy<sup>104</sup> was annotated on TCT No. 25491.<sup>105</sup> It stated that the corresponding share of Honorato Lacsina in the subject land is levied.<sup>106</sup> Accordingly, the notice of levy on the subject property was the first of the encumbrances concerning the parties. It was the claim of the respondent that was initially recorded.

On February 15, 2007, DMCI attempted to institute a Third-Party Claim<sup>107</sup> before the LA arguing that it is the alleged owner of the subject property pursuant to the 1995 Deed of Sale where Honorato D. Lacsina, Reynaldo Bonifacio D. Lacsina, and Renato G. Dionisio purportedly sold the land to DMCI's predecessor-in-interest.<sup>108</sup>

However, this third-party claim was correctly struck down by the LA in its Order<sup>109</sup> dated October 18, 2007 because DMCI has not recorded its alleged claim of ownership in the title of the subject property covered by TCT No. 25491. **Further, it was highly contrary to human experience that while DMCI claims it was the owner of the subject property, it did not record its purported right in the certificate of title after more than a decade.** Rather, at that point, it was very clear that it was respondents who first registered their claim over the property pursuant to the Notice of Levy dated March 15, 2006. Accordingly, DMCI cannot be considered as a valid successor of Spouses Lacsina and their other co-owners over the subject property.<sup>110</sup>

Notably, the October 18, 2007 Order of the LA was affirmed by both the NLRC and the CA, which became final and executory.<sup>111</sup>

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<sup>102</sup> Id., Sec. 13.

<sup>103</sup> Id., Sec. 15.

<sup>104</sup> *Rollo*, p. 650.

<sup>105</sup> Id. at 131.

<sup>106</sup> Id. at 650.

<sup>107</sup> Id. at 651-654.

<sup>108</sup> Id. at 651-652 and 655-656.

<sup>109</sup> Id. at 658-659.

<sup>110</sup> Id.

<sup>111</sup> Id. at 661-669, 674.

However, instead of accepting the Decision of the LA that it did not have a valid claim over the property, DMCI formulated an underhand method to further assert its claim over the subject property.

On April 3, 2009, a public auction was conducted in which the subject property was sold to respondents, through Evelyn, who had the highest bid price of ₱1,915,800.00. Sheriff Dayao then issued a Certificate of Sale<sup>112</sup> which was inscribed on TCT No. 25491 on June 3, 2009.<sup>113</sup>

DMCI then alleged that on June 29, 2009, respondents, including Marikit and Talam, executed the purported Deed of Redemption and Quitclaim stating that they were no longer interested in consolidating the ownership of the subject property in their names as they had already received the sum of ₱1,915,800.00 as full payment of DMCI's obligation in the NLRC case.<sup>114</sup>

The following day, June 30, 2009, the purported 1995 Deed of Sale executed in favor of Taguig Land was annotated on TCT No. 25491.<sup>115</sup> A Petition<sup>116</sup> was also filed before the Register of Deeds for the cancellation of the certificate of sale annotated on TCT No. 25491. Thereafter, on July 31, 2009, an entry entitled "Cancellation of the Certificate of Sale" was annotated on TCT No. 25491.<sup>117</sup> As a consequence of these incidents, TCT No. 12619<sup>118</sup> was issued in the name of Taguig Land, and eventually DMCI; and TCT No. 25491 was cancelled.

Meanwhile, on June 4, 2010, Sheriff Dayao issued a Final Deed of Sale<sup>119</sup> in favor of respondents in connection with the April 3, 2009 auction sale and the annotated certificate of sale on TCT No. 25491, stating, among others, that the period of redemption had elapsed without the subject property being redeemed.

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<sup>112</sup> Id. at 181-183.

<sup>113</sup> Id. at 132.

<sup>114</sup> Id. at 187 and 194.

<sup>115</sup> Id. at 132.

<sup>116</sup> Id. at 201-203.

<sup>117</sup> Id. at 132.

<sup>118</sup> Id. at 177-178.

<sup>119</sup> Id. at 184-186.

On August 13, 2010, respondents,<sup>120</sup> represented by Evelyn, filed before the LA a motion seeking to nullify the Deed of Redemption and Quitclaim stating that one of the signatories therein, Marikit, could not have signed the documents since he already died as early as January 15, 1997;<sup>121</sup> another signatory, Talam, already settled his claim with Spouses Lacsina on September 16, 2000;<sup>122</sup> and the sheriff's office issued a Certification<sup>123</sup> dated July 16, 2010 stating that there is no stipulated agreement and/or payments made to respondents.

The LA, the NLRC, and the CA uniformly held that the Deed of Redemption and Quitclaim were invalid.

The Court agrees due to the following reasons:

*First*, as properly held by the CA, the purported redemption undertaken by DMCI was not made in accordance with the NLRC Manual. As discussed earlier, Sec. 11 of the NLRC Manual only allows the losing party, or its successor-in-interest, or a creditor, to redeem the property sold in public auction. Initially, in its third-party claim, DMCI asserts to be the subsequent owner of the subject property, hence, it is the alleged successor-in-interest of Spouses Lacsina in their share over the subject property.

However, as already ruled by the LA, DMCI failed to prove its claim of ownership over the subject property because it was not recorded in TCT No. 25491. Despite having executed the purported deed of sale on December 29, 1995, it was still not registered at the time DMCI filed its third-party claim after 11 years. Thus, DMCI could not be considered as Spouses Lacsina's successor-in-interest and is not considered as valid redemptioner under the NLRC Manual. DMCI knows this defect, which made it resort to indirect acquisition of the subject property through respondents.

*Second*, DMCI did not give notice to the sheriff regarding the redemption of the subject property, contrary to the mandate of the NLRC Manual. Sec. 12 thereof provides that written notice of any redemption must be given to the sheriff; while Sec. 14 provides for the different documents that must be produced as proof of the redemption. However, none of these notices

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<sup>120</sup> While the motion stated that the same was filed by "complainants" (who would include Marikit and Talam), the said motion was clearly filed by respondents only, through their attorney-in-fact, Evelyn, being the purchasers at the execution sale.

<sup>121</sup> *Rollo*, p. 157.

<sup>122</sup> *Id.* at 160.

<sup>123</sup> *CA rollo*, p. 84.

or documents were given to the sheriff of the LA. Instead, DMCI kept the sheriff in the dark. As pointed out by respondents, the sheriff's office issued a Certification dated July 16, 2010 stating that there was no stipulated agreement and/or payments made to respondents.

*Third*, DMCI's allegation of redemption regarding the subject property is inconsistent. In its third-party claim dated February 15, 2007, it asserted that it is the owner of the subject property because it bought the shares of Spouses Lacsina in the land pursuant to its 1995 Deed of Sale. Thus, it allegedly paid the purchase price of the subject property in order to acquire the same.

However, by June 29, 2009, it presented a different theory that it had a claim over the subject property, not because it has been the owner of the same as early as 1995, but because it paid respondents, including Marikit and Talam, the sum of ₱1,915,800.00 so that they would no longer consolidate their ownership over the property.

Curiously, if DMCI initially claims to be the owner of the property as early as 1995 pursuant to a deed of sale by paying the purchase price, then it is illogical that DMCI will again pay a substantial amount to respondents to prevent the consolidation of their ownership over the subject property. It is inconsistent for a person, who claims to be the owner of the property and who has already paid the purchase price to acquire the land, to pay another set of individuals all over again to claim the land it purportedly owns.

*Fourth*, there are many defects and fraudulent schemes surrounding the Deed of Redemption and Quitclaim presented by DMCI. As pointed out by respondents, these documents, which were dated June 29, 2009, contain the signature of Marikit. However, Marikit already died on January 15, 1997. Glaringly, DMCI does not deny this fact. It does not even offer a sensible explanation why the signature of a deceased person is contained in the Deed of Redemption and Quitclaim.

It is settled that the death of a person terminates contractual capacity.<sup>124</sup> If any one party to a supposed contract was already dead at the time of its execution, such contract is undoubtedly simulated and false, and, therefore, null and void by reason of its having been made after the death of the party who appears as one of the contracting parties therein.<sup>125</sup>

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<sup>124</sup> *Heirs of Arao v. Heirs of Eclipse*, 843 Phil. 391, 402 (2018).

<sup>125</sup> *Id.*; *City of Tanauan v. Millonte*, G.R. No. 219292, June 28, 2021.

Further, another signatory, Talam, already settled his claim with Spouses Lacsina as early as September 16, 2000 by receiving ₱30,000.00 and a bus.<sup>126</sup> Thus, it is absurd that he would still sign the Deed of Redemption and Quitclaim dated June 29, 2009 in favor of DMCI.

The *Sinumpaang Salaysay*,<sup>127</sup> executed by respondents, explained in detail that they truly did not consent to the Deed of Redemption and Quitclaim dated June 29, 2009 in favor of DMCI:

1. Kami ang mga nagsampa ng kaso laban sa Liberty Transport Corp. at kay Honorato Lacsina sa NLRC;
2. Ang unang abogado namin sa kasong ito ay si Atty. Ernesto Arellano na kinatawan ni Villamor A. Mostrales;
3. Noong ika-3 ng Enero 2006, gumawa kami ng Irrevocable Special Power of Attorney upang atasan si Evelyn Insilay-Rebueno na kumatawan sa amin ukol sa kaso sa NLRC dahil nalaman namin na itong si Mostrales ay tumanggap ng [₱]1 milyon mula sa Princess Commuters Corp. na kinakatawan ni G. Rodrigo Ubongen tungkol sa bilihan ng 3 bus at prankisa ng Liberty Transport Corp. na sinubasta ng NLRC Sheriff para mabigyan lugod ang desisyon ng Labor Arbiter. Ang ginamit ni Mostrales ay isang Special Power of Attorney na ang mga pirma [namin] ay huwad. Kopya ng “Absolute Deed of Sale” at “Special Power of Attorney” ay nakalakip dito bilang *Annexes “A” and “B”*;
4. Noong Hunyo 2009 ay pinatawag kami ni Mostrales sa Quezon City at kami ay pinulong sa isang restaurant sa Quezon City;
5. Binigyan kami ni Mostrales ng [₱]100,000.00 na nakuha daw niya sa “insurance” surety company;
6. Pinapirma din kami ni Mostrales ng papel kung saan ay nandoon ang aming pangalan, sa paniwalang [ito] ay pagpapatunay sa [₱]100,000.00 na tinanggap namin;
7. Kami ay nag-uwian na sa aming mga probinsya upang hintayin ang desisyon ng Court of Appeals ukol sa “Third-Party Claim” ng DMCI sa lupa ni Lacsina na nauna ng sinubasta ng NLRC Sheriff bilang kabayaran sa amin;
8. Si Evelyn Rebueno ang nagpunta sa Register of Deeds ng Taguig matapos kong makuha ang Final Deed of Sale mula sa NLRC Sheriff. Pinaalam sa akin ng Register of Deeds ng Taguig na nailipat na ang titulo ni Lacsina sa Taguig Land Development Corporation at may sinusumite na “Deed and/or Certificate of Redemption” at Release and Quitclaim sa opisina nila;
9. Kami ay nagulat nang binalita ni Evelyn Rebueno sa amin na

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<sup>126</sup> *Rollo*, p. 160.

<sup>127</sup> *Id.* at 371-372.



nadiskubre niya ang “Deed of Sale/Certificate of Redemption” at “Release and Quitclaim” na may pirma daw namin at ang bagong titulo sa lupa sa pangalan ng Taguig Land Development Corporation;

10. Dahil sa ginawa ni Mostrales ay napilitan kaming maghanap ng bagong abogado upang ipawalang bisa ang “Deed and/or Certificate of Redemption” at “Release and Quitclaim” at ang bagong titulo sa pangalan ng Taguig Land Development Corporation;

11. Nagharap kami (Batanes, Balde, Mabatan at Rebueno) at si Atty. Gascon [counsel of DMCI] sa opisina ni Labor Arbiter Macam noong ika-26 ng Agosto, 2010. Tinanong ni Batanes si Atty. Gascon kung kanino niya binigay ang pera. At ang sabi ni Atty. Gascon ay kay “Atty. Mostrales”. Sinabihan siya ni Arbiter Macam na hindi abogado si Mostrales;

12. Inuulit naming na hindi kami humarap kay Atty. Gascon upang pumirma sa “Deed of Sale and/or Certificate of Redemption” at “Release and Quitclaim”;

13. Hindi din namin tinanggap ang [P]1,915,800.00 na nakasaad sa “Release and Quitclaim”;

14. Hindi din namin pinirmahan ang “Deed of Sale and/or Certificate of Redemption” at “Release and Quitclaim” at “Petition” sa Register of Deeds ng Taguig. Ang pinapirma sa amin ay mga papel na may pangalan namin nguni’t walang nakasulat dito at wala din naiwan na kopya sa amin;

15. Inuulit din namin na gusto naming ipagpatuloy ang pagpawalang bisa [sa] “Deed of Sale and/or Certificate of Redemption,” “Release and Quitclaim” at ang “Petition” sa Register of Deeds ng Taguig.<sup>128</sup>

The above-cited statements demonstrate that the signatures of respondents were fraudulently placed in the said Deed of Redemption and Quitclaim. Villamor A. Mostrales (*Mostrales*), the representative of their previous counsel, gave them ₱100,000.00 in the guise that it was the proceeds of an “insurance” from a surety company and they were made to sign blank pages with their names. However, before the LA, it was shown that it was Atty. Gascon, the lawyer of DMCI, who gave the money to Mostrales believing that the latter was a lawyer. Evidently, the consent of respondents was fraudulently secured in said Deed of Redemption and Quitclaim.

In *City Government of Makati v. Odeña*,<sup>129</sup> the Court elucidated on the following requirements for a waiver of rights to be valid:

<sup>128</sup> Id.

<sup>129</sup> 716 Phil. 284 (2013).



To be valid, a Deed of Release, Waiver and/or Quitclaim must meet the following requirements: (1) that there was no fraud or deceit on the part of any of the parties; (2) that the consideration for the quitclaim is credible and reasonable; and (3) that the contract is not contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law. Courts have stepped in to invalidate questionable transactions, especially where there is clear proof that a waiver, for instance, was obtained from an unsuspecting or a gullible person, or where the agreement or settlement was unconscionable on its face. A quitclaim is ineffective in barring recovery of the full measure of a worker's rights, and the acceptance of benefits therefrom does not amount to estoppel. Moreover, a quitclaim in which the consideration is scandalously low and inequitable cannot be an obstacle to the pursuit of a worker's legitimate claim.<sup>130</sup>

Indeed, it has been established that the Deed of Redemption and Quitclaim contain forged signatures of Marikit and Talam. Likewise, the signatures of respondents were secured through fraud and misrepresentation. This makes the subject documents void on its face, and as such, produces no civil effect; and does not create, modify, or extinguish a juridical relation.<sup>131</sup> Thus, Taguig Land or DMCI for that matter, acquired no right or title under the void subject documents.

As there was no valid redemption of the subject land sold in an auction sale pursuant to the NLRC Manual, the LA properly ruled that the subject land should remain with the purchasers in the auction sale, the respondents herein. Thus, as a necessary consequence of the improper conduct of redemption, the cancellation of TCT No. 25491 and the issuance of TCT No. 12619 in favor of Taguig Land or DMCI must be reversed. Respondents shall retain the share of Spouses Lacsina over the subject property.

Notably, this finding is consistent with *DMCI Project Developers, Inc. v. Bernadas*,<sup>132</sup> regarding the LRA Case, that the January 4, 2011 Order of the LA is final and executory and that the said Order was registrable in the Register of Deeds. It was stated therein that there was no valid claim of ownership on the part of DMCI, hence, the LA Order is final and executory pursuant to the Entry of Judgment dated May 16, 2012, which renders it immutable and unalterable. The relevant portion states:

Apart from the non-perfection of petitioner's appeal, this Court cannot close its eyes to the Entry of Judgment dated May 16, 2012, which renders the January 4, 2011 Order final and executory, thus, immutable and unalterable. Thus, this Court shall not belabor the point of discussing the implications of the LA's Order dated June 19, 2015, emanating from the

<sup>130</sup> Id. at 319, citing *Interorient Maritime Enterprises, Inc. v. Remo*, 636 Phil. 240, 251 (2010).

<sup>131</sup> See *Mendiola v. Sangalang*, 810 Phil. 734, 740 (2017).

<sup>132</sup> G.R. No. 221978, April 4, 2022.

proceedings in the original case entitled “*Nelia Bernadas, et al. v. Liberty Transport Corp. and/or Mr. and Mrs. Honorato Lacsina.*” Foremost is the principle that “a decision that has attained finality becomes the law of the case regardless of any claim that it is erroneous. Any amendment or alteration which substantially affects a final and executory judgment is null and void for lack of jurisdiction, including the entire proceedings held for that purpose.”

In *Gadrinab v. Salamanca*, citing *FGU Insurance Corporation v. RTC*, this Court reiterated the shopworn doctrine of immutability of judgments:

Under the doctrine of finality of judgment or 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 whether it be made by the court that rendered it or by the Highest Court of the land. Any act which violates this principle must immediately be struck down.

This doctrine admits a few exceptions, usually applied to serve substantial justice:

1. The correction of clerical errors;
2. the so-called *nunc pro tunc* entries which cause no prejudice to any party;
3. void judgments; and
4. whenever circumstances transpire after the finality of the decision rendering its execution unjust and inequitable.

Woefully, none such exceptions laid down in jurisprudence were raised and thereafter proven by petitioner. While it appears on the surface that petitioner assails the execution of the January 4, 2011 Order due to the absence of a writ of execution, a careful review of petitioner’s arguments would reveal their true intention of appealing the merits of the case and for the ownership of the subject lot to be declared rightfully theirs. Such arguments as to these issues are appropriately proper for an appeal, a remedy that was already undertaken by petitioner. At this juncture, it is well to raise that parties cannot circumvent the doctrine of immutability of judgments by merely assailing the execution of the judgment.

**Nevertheless, even if this Court were to indulge petitioner, its arguments deserve scant consideration given the July 31, 2009 Decision of the CA, dismissing its claim of ownership over the subject lot, which it insists was acquired from Taguig Land. This Court notes that such Decision lapsed into finality pursuant to an Entry of Judgment dated September 3, 2009. It also goes without saying that the finality of the July 31, 2009 Decision would belie yet another claim of ownership by petitioner in its pending action for quieting of title before the RTC. To**

iterate the principle in *Vargas v. Cajucom*, petitioner may not do indirectly, by assailing the absence of a writ of execution, what they cannot do directly, which is to attack a final, immutable, and unalterable judgment.<sup>133</sup> (Emphasis supplied; citations omitted)

Accordingly, just like in the LRA case, the Court properly holds herein that DMCI does not have a valid claim of ownership in the share of Spouses Lacsina over the subject property, pursuant to the final and executory Order of the LA.

*Direct attack on the certificate of title; void titles*

The LA, as affirmed by the NLRC and the CA, properly ordered the cancellation of TCT No. 12619 registered in the name of Taguig Land, DMCI's predecessor.

DMCI argues that the LA could not direct the Register of Deeds to cancel TCT No. 12619 as it constitutes a collateral attack against the said TCT; and that TCT No. 12619 can only be cancelled in a direct proceeding instituted for that particular purpose.

DMCI's argument is misplaced.

There is no dispute that a Torrens certificate of title cannot be collaterally attacked to maintain the "integrity and guaranteed legal indefeasibility of a Torrens title."<sup>134</sup> However, that rule is not material to the case at bar, considering that what is in issue here is the title or ownership of the subject property and not TCT No. 12619.

The concept of non-collateral attack of title is based on Sec. 48 of Presidential Decree No. 1529,<sup>135</sup> which provides:

Section 48. *Certificate not subject to collateral attack.* — A **certificate of title** shall not be subject to collateral attack. It cannot be altered, modified, or cancelled except in a direct proceeding in accordance with law. (Emphasis supplied)

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<sup>133</sup> Id.

<sup>134</sup> *Presidential Decree No. 1271 Committee v. De Guzman*, 801 Phil. 731, 770 (2016).

<sup>135</sup> Entitled "Property Registration Decree." Approved on June 11, 1978.

It is clear from the foregoing that what cannot be collaterally attacked is the certificate of title and not the title itself. As it is, a certificate of title is the document issued by the Register of Deeds in case of conveyance of real estate and is known as a TCT. But by title, the law refers to the ownership which a certificate of title merely represents.<sup>136</sup>

In this case, what is involved is the title or ownership of Taguig Land over the subject property and not its certificate of title in as much as what is assailed by respondents is the legality of the transfer of title of said property to said corporation, on the strength of a null and void deed and/or certificate of redemption, not its corresponding TCT. The cancellation of TCT No. 12619 would merely follow and would simply be a consequence of the determination on the validity or nullity of the redemption of the subject property, which the LA could do and has done in exercise of its exclusive jurisdiction over respondents' motion, as already established in this case.

The issue, then, as to whether TCT No. 12619 is subject to direct or collateral attack is no longer relevant in view of the settled rule that an action to declare the nullity of a void title does not prescribe and is susceptible to direct, as well as to collateral attack.<sup>137</sup> Therefore, respondents would not be precluded in the proceedings before the LA from questioning the validity and praying for the cancellation of TCT No. 12619.

As to the directive itself of the LA to cancel TCT No. 12619, the same was only proper as it was prayed for in respondents' motion.<sup>138</sup> It is also vital to the resolution of the case.

To recall, it was established during the proceedings before the LA that TCT No. 12619 was issued by virtue of the Deed of Redemption and Quitclaim and the same were ruled as null and void; and that no valid redemption was made by DMCI. These findings confirm the lack of title of Taguig Land over the subject property. Necessarily, the cancellation of TCT No. 12619 rightly followed for the complete disposal of the case and to avoid dispensing piecemeal justice.

Besides, DMCI's theory that only a direct action in the RTC could effect the cancellation of TCT No. 12619 would result in a splitting of

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<sup>136</sup> See *Heirs of Tappa v. Heirs of Bacud*, 783 Phil. 536, 553 (2016); *Games and Garments Developers, Inc. v. Allied Banking Corporation*, 763 Phil. 573, 610 (2015).

<sup>137</sup> *Heirs of Arao v. Heirs of Eclipse*, supra note 124, at 405.

<sup>138</sup> *Rollo*, p. 120.

jurisdiction, which is obnoxious to the orderly administration of justice. The Court cannot, therefore, assent to DMCI's point of view.

From the foregoing reasons, the Court sees no importance in LA Tirad-Capinig's June 19, 2015 Order which opined that to cancel TCT No. 12619 is beyond the jurisdiction of the LA and would constitute a collateral attack on the certificate of title. To be sure, LA Tirad-Capinig's order should not be the source of any confusion as to whether the LA can cancel TCT No. 12619. This Resolution, which concerns the main decision or resolution of the LA and the NLRC on respondents' motion to nullify the Deed of Redemption and Quitclaim, resolves that issue.

*DMCI committed forum shopping*

To determine whether a party violated the rule against forum shopping, the most important factor to ask is whether the elements of *litis pendentia* are present, or whether a final judgment in one case will amount to *res judicata* in another; otherwise stated, the test for determining forum shopping is whether in the two (or more) cases pending, there is identity of parties, rights or causes of action, and reliefs sought.<sup>139</sup>

Regarding identity of parties, the Court has clarified that, for purposes of forum shopping, *absolute identity of parties is not required and that it is enough that there is substantial identity of parties.*<sup>140</sup> Likewise, identity of causes of action, which is the basis for invoking legal reliefs, does not mean absolutely identity. *The test to determine whether the causes of action are identical is to ascertain whether the same evidence will sustain both actions, or whether there is an identity in the facts essential to the maintenance of the two actions.*<sup>141</sup>

It is likewise settled that forum shopping can be committed in several ways: (1) filing multiple cases based on the same cause of action and with the same prayer, the previous case not having been resolved yet (where the ground for dismissal is *litis pendentia*); (2) filing multiple cases based on the same cause of action and the same prayer, the previous case having been finally resolved (where the ground for dismissal is *res judicata*); and (3) filing multiple cases based on the same cause of action but with different prayers

<sup>139</sup> *Yap v. Chua*, 687 Phil. 392, 400 (2012).

<sup>140</sup> *Aboitiz Equity Ventures, Inc. v. Chiongbian*, 738 Phil. 773, 797 (2014). (Emphasis supplied)

<sup>141</sup> *Philippine College of Criminology, Inc. v. Bautista*, G.R. No. 242486, June 10, 2020, citing *Heirs of Arania v. Intestate Estate of Sangalang*, 822 Phil. 643, 665-666 (2017).



(splitting of causes of action, where the ground for dismissal is also either *litis pendentia* or *res judicata*).<sup>142</sup>

Given the foregoing settled doctrines, the Court rules that DMCI is guilty of committing forum shopping when it filed a complaint for quieting of title with the RTC and a petition for *certiorari* before the CA, the decision of which is appealed in the present petition.

A plain reading of DMCI's complaint for quieting of title before the RTC reveals that it impleaded the same parties (except for the public defendants in the quieting of title case) and alleged the same, if not identical, facts with those in its petition for *certiorari* filed before the CA, starting from the levy of the same subject property; the filing and subsequent denial of the third-party claim; the public auction; the issuance and annotation of the notice of levy and certificate of sale; the alleged execution of the subject documents (Deed and/or Certificate of Redemption and the Quitclaim and Release); and even the filing by respondents of their Motion to Nullify the Deed of Sale and/or Certificate of Redemption of Real Property Release and Quitclaim before the Labor Arbiter.<sup>143</sup>

To elucidate, both actions are anchored on DMCI's supposed rights arising from the Deed of Redemption and Quitclaim. Both also involve the issue of ownership of the same property insofar as the matter of acquisition of the same through the execution sale *vis-à-vis* the validity of its subsequent redemption is concerned. On this point, it must be noted that when DMCI filed its complaint for quieting of title before the RTC, it was not asserting its right as an owner of the subject property, by virtue of the 1995 Deed of Sale, to support its claim of wrongful levy. Rather, DMCI clearly referred to its right over the subject property as a redemptioner or as an alleged assignee of respondents' rights pursuant to the subject documents. These are clear in its allegations in the complaint for quieting of title before the RTC, thus:

19. Entry No. 5371/25491 and Entry No. 3252 are already rendered ineffective and null and void since the private defendants have freely executed the Deed and/or Certificate of Redemption of Real Property and Release and Quitclaim as well as the Petition to cancel the Entry No. 5371/25491 and the Certificate of Sale (Entry No. 3252) annotated at TCT No. 25491. Also, it must be stressed that an assignment of rights has been made by private defendants in favor of the plaintiff under the Deed and/or Certificate of Redemption of Real Property and Release and Quitclaim. For all intents and purposes, the right of plaintiff over its property should be

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<sup>142</sup> *Heirs of Mampo v. Morada*, G.R. No. 214526, November 3, 2020.

<sup>143</sup> *Rollo*, pp. 463-464.

free from any cloud or doubt arising from any claim by private defendants.<sup>144</sup>

Further, in its complaint for quieting of title before the RTC, DMCI prayed, among others, that a judgment be rendered:

a) **NULLIFYING, CANCELLING and SETTING ASIDE** the questioned levy on execution under Entry No. 5371/25491 and Certificate of Sale (Entry No. 3252) in favor of [respondents] **as well as any and all orders, resolutions or proceedings of execution in NLRC NCR Case No. 00-08-04508-96 or any and all acts of execution arising therefrom** for being null and void in relation to the subject property, the same having been issued without jurisdiction against the plaintiff;

b) x x x **ENJOINING the defendants, their successors, agents and all persons acting under their authority from enforcing and implementing** the questioned levy on execution under Entry No. 5371/25491 and Certificate of Sale (Entry No. 3252) annotated at TCT No. 25491 and the Certificate of Sale in favor of [respondents] **as well as any and all orders, resolutions or proceedings of execution in NLRC NCR Case No. 00-08-04508-96 or any and all acts of execution arising therefrom** for being null and void in relation to the subject property, the same having been issued without jurisdiction against the plaintiff[.]<sup>145</sup>  
(Emphases supplied)

Considering that DMCI's quieting of title complaint before the RTC is rooted from its rights under the Deed of Redemption and Quitclaim and not because of a wrongful levy of the subject property, the aforementioned reliefs sought by DMCI is *practically the same* with that in its petition for *certiorari* and in the present petition wherein it sought **to nullify the May 27, 2011 and April 4, 2012 Resolutions of the NLRC**<sup>146</sup> issued in **NLRC NCR Case No. 00-08-04508-96**, which nullified the Deed of Redemption and Quitclaim.

Plainly speaking, DMCI instituted the complaint for quieting of title and the petition for *certiorari* both as means to render ineffective the orders and resolutions of the LA and of the NLRC, which nullified DMCI's treasured source of rights over the subject property – the Deed of Redemption and Quitclaim.

More importantly, the possibility for the RTC to render a conflicting decision with that of the CA and, now, of the Court, is very clear in view of the same or related causes and the same reliefs prayed for by DMCI. Confusion as to what decision is binding and should be respected would surely arise to the detriment of an orderly administration of justice. This is the very evil that the rule against forum shopping seeks to avoid.

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<sup>144</sup> Id. at 465.

<sup>145</sup> Id. at 468-469.

<sup>146</sup> Id. at 46 and 81.

Now, Sec. 5, Rule 7 of the Rules of Court provides that willful and deliberate forum shopping is a ground for summary dismissal with prejudice of the complaint, and shall constitute direct contempt, as well as a cause for administrative sanctions. Further, in *Heirs of Mampo v. Morada*,<sup>147</sup> the Court discussed the consequence of committing forum shopping:

x x x Where there is forum shopping, the penalty is dismissal of both actions. This is so because twin dismissal is a punitive measure to those who trifle with the orderly administration of justice.

As discussed, there exists, in forum shopping, the elements of *litis pendentia* or a final judgement in one case being *res judicata* in the other. Consequently, where there is forum shopping, the defense of *litis pendentia* in one case is a bar to the other; and a final judgment in one would constitute *res judicata* and thus would cause the dismissal of the rest. In either case, forum shopping could be cited by the other party as a ground to ask for summary dismissal of the two (or more) complaints or petitions.<sup>148</sup>

Due to the commission of forum shopping, the Court is given more reason to dismiss the present petition without delving into its merits.

#### *Modification of the LA's Order*

The dispositive portion of the January 4, 2011 Order of the LA states:

ACCORDINGLY, the Motion to Nullify the Deed and/or Certificate of Redemption and the Quitclaim and Release is granted and the said documents are hereby nullified. And as prayed for, **the title issued under the name of Taguig [L]and Development Corporation under TCT [N]o. 12619, is ordered cancelled and a new Transfer Certificate of Title be issued by the Registry of Deeds of Taguig in favor of the complainants.**

SO ORDERED.<sup>149</sup> (Emphasis supplied)

A plain reading of the above-quoted portion would imply that the title of the entire subject property shall be transferred to respondents. However, it must be clarified that only the share of Spouses Lacsina in the subject property was purchased by respondents during the execution sale. To emphasize, the subject land is co-owned by Spouses Lacsina with Reynaldo Bonifacio D. Lacsina, married to Evelyn Lacsina; and Renato G. Dionisio married, to Corazon Platon Dionisio. Thus, respondents should only acquire

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<sup>147</sup> Supra note 142.

<sup>148</sup> Id.

<sup>149</sup> *Rollo*, p. 308.




title over the portion of the subject property which is the undivided share of Spouses Lacsina over the land.

Not all the complainants acquired title to the share of Spouses Lacsina over the subject property. Again, only respondents, excluding Marikit and Talam, purchased the same during the execution. Thus, respondents are the ones entitled to a share in the subject property.

**WHEREFORE**, the petition is **DENIED**. The January 4, 2011 Order of the Labor Arbiter is **AFFIRMED** with **MODIFICATION** that Transfer Certificate of Title No. 25491 under the names of Higinio Honorato D. Lacsina, married to Milagros Lacsina; Reynaldo Bonifacio D. Lacsina, married to Evelyn Lacsina; and Renato G. Dionisio, married to Corazon Platon Dionisio is **REINSTATED**; and that respondents Nelia Bernadas, Noel Batanes, Eduardo Nonsol, Jose Balde, Elmor Mabatan and Lilio M. Rebueno are **ENTITLED** to the share of Spouses Higinio Honorato D. Lacsina and Milagros Lacsina in the Transfer Certificate of Title No. 25491.

**SO ORDERED.**” *Marquez, J., on official business.*

By authority of the Court:

  
**LIBRADA C. BUENA**  
Division Clerk of Court <sup>4/0-111</sup>

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court

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