



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **December 7, 2022** which reads as follows:*

“G.R. No. 257231 (Spouses Rogelio and Leonida Lariosa, Petitioners v. Court of Appeals – Cebu City, Special 19th Division, Heirs of Rosa Parages Vda. De Racho, Odilon Parages, Spouses Apolonio and Lydia Avila and Leonides Camuta, Respondents). — This Court resolves the Petition for *Certiorari*¹ filed under Rule 65 of the Rules of Court, seeking to review and annul the Decision² and the Resolution³ of the Court of Appeals, Cebu City in CA-G.R. CV No. 03591, which reversed the Decision⁴ of Branch 5, Regional Trial Court (*RTC*) of Cebu City and dismissed the subject complaint for specific performance and damages.

The Antecedents

The present controversy involves the parcel of land with an area of 1,874 square meters, designated as Lot No. 5310-F and located at Barangay Vito, Minglanilla, Cebu (*subject lot*). The subject lot was registered under Transfer Certificate of Title (*TCT*) No. 63337 in the names of the heirs of Severino Parages (*Severino*), who were represented by Rosa Parages Vda. de Racho (*Rosa*).⁵

On June 22, 1990, Rosa executed a document denominated as a Deed of Absolute Sale of a Portion of a Parcel of Land⁶ dated June 22, 1990, which sold to Rogelio Lariosa (*Rogelio*) 720 square meters of the subject lot, for the consideration of PHP 4,000.00. Thereafter, Rosa and her half-brother,

¹ *Rollo*, pp. 3–25.

² *Id.* at 28–40. The December 14, 2020 Decision was penned by Justice Pamela Ann A. Maxino and concurred in by Associate Justices Emily R. Aliño-Geluz and Lorenza R. Bordios of the Special Nineteenth Division, Court of Appeals, Cebu City.

³ *Id.* at 26–27. The April 16, 2021 Resolution was penned by Justice Pamela Ann A. Maxino and concurred in by Associate Justices Marilyn B. Lagura-Yap and Lorenza R. Bordios of the Special Nineteenth Division, Court of Appeals, Cebu City.

⁴ *Id.* at 42–48. The May 19, 2009 Decision was penned by Judge Douglas A.C. Marigomen of Branch 5, Regional Trial Court, Cebu City.

⁵ *Id.* at 29.

⁶ *Id.* at 73.

respondent Leonides Camuta (*Leonides*), executed an extrajudicial declaration of heirs with deed of absolute sale on July 20, 1992, adjudicating between them the subject lot, and transferring 229 square meters thereof to respondents Spouses Apolonio Avila and Lydia De La Pena-Avila (*Spouses Avila*) for PHP 5,000.00.⁷

Then, on February 2, 1994, Rosa executed a deed of absolute sale transferring the same 720-square meter portion of the subject lot to Rogelio for the amount of PHP 4,000.00.⁸

On December 16, 1996, the Register of Deeds of the Province of Cebu issued TCT No. T-99069 in the name of Spouses Avila over 229 square meters of the subject property, designated as Lot No. 5310-F-1, and TCT No. T-99070 in the names of Rosa and Leonides for the remaining 1,645 square meters thereof, designated as Lot No. 5310-F-2.⁹

A month later, Rosa's older brother, respondent Odilon Parages (*Odilon*), executed a deed of sale of a right¹⁰ dated January 10, 1997, transferring to Rogelio his one-half *pro indiviso* share, or 937 square meters in the subject lot for a purchase price of PHP 100,000.00.¹¹

After learning that a title was issued in favor of Rosa and Leonides, Rogelio demanded the delivery of the title covering the portions of the subject lot sold to him through the Deed of Absolute Sale of a Portion of a Parcel of Land and the deed of sale of a right (*subject deeds*). However, neither Rosa nor Odilon heeded his request,¹² prompting Rogelio and his wife, Leonida Lariosa (*Spouses Lariosa*), to file a complaint for specific performance and damages against Rosa and Odilon on June 9, 1997 before the RTC, to seek the delivery of the title to the subject lot. In their complaint, Spouses Lariosa likewise prayed for moral damages, exemplary damages, attorney's fees and costs of suit.¹³

In her Answer,¹⁴ Rosa denied having sold her share in the subject lot and claimed that her supposed signature appearing on the Deed of Absolute Sale of a portion of a parcel of land had been forged. On the other hand, Odilon failed to file an answer and was declared in default.¹⁵

⁷ *Id.* at 29.

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.* at 74-75.

¹¹ *Id.*

¹² *Id.* at 29-30.

¹³ *Id.* at 54-57.

¹⁴ *Id.* at 59-62.

¹⁵ *Id.* at 30.

Thereafter, Spouses Lariosa amended their Complaint to implead Leonides and Spouses Avila, based on the theory that Rosa only had 217 square meters left after selling 720 square meters to Rogelio, and thus, Spouses Avila could only own up to 217 square meters of the subject lot, and not 229 square meters thereof.¹⁶

In response to the Amended Complaint, Rosa filed an Amended Answer, specifically denying under oath the subject deeds and adding a counterclaim for attorney's fees. She revealed that she signed instruments over the property in the years 1984, 1990 and 1994, only as a security for the PHP 4,000.00 loan her brother Odilon obtained from Rogelio.¹⁷ Anent the deed of sale of a right, Rosa countered that the same was likewise an equitable mortgage, which Odilon agreed to, having no prior knowledge that Rosa already guaranteed his loan under the Deed of Absolute Sale of a Portion of a Parcel of Land. Moreover, only PHP 10,000.00 of the total PHP 100,000.00 consideration was paid by Spouses Lariosa.¹⁸

On the other hand, Leonides echoed Rosa's claims that the agreement between Rosa and Rogelio was one of equitable mortgage to secure Odilon's loan, while spouses Avila asserted that they purchased 229 square meters of the subject lot from Rosa and Leonides in good faith and for value. Meanwhile, Odilon failed to file an answer and was declared in default.¹⁹

After trial ensued, the RTC rendered a Decision,²⁰ the dispositive portion of which reads:

WHEREFORE, defendants Rosa Parages, Odilon Parages and Leonides Camuta are ordered to deliver the Transfer Certificate of Title covering the portions they conveyed to plaintiffs under the above-described deeds of conveyances, excluding the 12 square meter portion pertaining to defendants Sps. Avila. Further, they are held jointly and severally liable to plaintiffs-spouses Rogelio and Leonida Lariosa for:

- (a) P10,000.00 as moral damages;
- (b) P30,000.00 as attorney's fees;
- (c) P5,000.00 as exemplary damages;
- (d) P10,000.00 as litigation expenses.

The counterclaims of all defendants are dismissed for lack of merit.

SO ORDERED.²¹

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ *Id.* at 60-61.

¹⁹ *Id.* at 30.

²⁰ *Id.* at 42-48.

²¹ *Id.* at 48.

In arriving at its decision, the RTC declared that the instruments executed by Rosa were indeed contracts of sale, which enjoy *prima facie* presumption of authenticity and due execution since they were notarized.²² Further, the fact that the subject lot was conveyed numerous times, clearly indicates Rosa's intention to sell and convey the property for sufficient consideration. Meanwhile, applying the law on double sales, the trial court held that the sale of 229 square meters of the subject lot to Spouses Avila must be respected for having been first recorded in the registry of property.²³

Aggrieved, the heirs of Rosa appealed before the CA.

On December 14, 2020, the CA rendered the assailed Decision²⁴ reversing the RTC's ruling. The *fallo* states as follows:

IN LIGHT OF ALL THE FOREGOING, the present appeal is GRANTED. The Decision dated May 19, 2009, of the Regional Trial Court (RTC), Branch 5, Cebu City, in Civil Case No. CEB-20373, is REVERSED and SET ASIDE. The subject complaint for specific performance and damages is DISMISSED.

SO ORDERED.²⁵

In the assailed Decision, the CA found the agreement between Rosa and Rogelio to be an equitable mortgage after considering the following circumstances: (1) it was only in July of 1992 when a portion of Severino's estate was adjudicated to Rosa, thus, she could not have intended to sell the property as early as 1990 to Rogelio; (2) the consideration for the supposed sale of Rosa's share is unusually inadequate considering the difference of the purchase price in the deed of sale she executed (PHP 4,000.00) and in the deed executed by Odilon (PHP 100,000.00), and with Spouses Lariosa failing to provide evidence of the relevant market values of the adjacent properties; (3) real property taxes were being paid by the heirs of Rosa from 1993 to 2003; and (4) Rosa's intention to secure Odilon's loan from Rogelio was corroborated by Odilon, who testified to borrowing money from Rogelio to buy textile worth PHP 4,000.00, which incidentally is equivalent to the consideration stated in the deed of sale. Further, the CA observed that the replication of the 1990 sale in another instrument executed in 1994 reinforces the conclusion that the first instrument was in fact a loan secured by a mortgage, which was renewed for a second time, as there would be no practical purpose for executing two instruments of sale over the same parcel of land. The CA likewise found no proof that Rosa actually received or

²² *Id.* at 45.

²³ *Id.* at 46.

²⁴ *Id.* at 28-40.

²⁵ *Id.* at 39.

benefited from the consideration of the alleged sale, and that Rogelio caused a survey or effected a partition of the property.²⁶

Meanwhile, the CA found that when Odilon transferred his one-half *pro indiviso* share in the subject lot to the Spouses Lariosa, the Spouses Avila already secured their title over 229 square meters of the property, while Rosa and Leonides obtained their title over the remaining 1,645 square meters thereof. Not being the owner of the land, Odilon could not have validly conveyed any right or interest therein to Rogelio. That the said lot had already been adjudicated to Rosa and Leonides as early as July 20, 1992 should have dissuaded Rogelio from dealing with Odilon. Unfortunately, Rogelio's lack of vigilance and diligence in inquiring into the status and condition of the real property is inconsistent with an innocent purchaser in good faith and for value. As a result, the deed of sale of a right executed in his favor did not produce any legal effect that would give rise to an obligation to deliver title in his name.²⁷

Spouses Lariosa filed a motion for reconsideration of the CA's Decision. However, in its Resolution²⁸ dated April 16, 2021, the CA denied such motion for being a mere rehash of the discussion contained in the appellees' brief.²⁹

Ascribing grave abuse of discretion in the CA's rulings for classifying the agreement between Rosa and Rogelio as an equitable mortgage, and for declaring invalid the sale of Odilon's share in the subject property to Rogelio, Spouses Lariosa filed the instant petition for *certiorari*. Spouses Lariosa assert their ownership rights over 1,657 square meters of the subject lot based on the subject deeds. According to them, these contracts enjoy the presumption of regularity since these were notarized.³⁰ Additionally, they insist that Rogelio is an innocent purchaser in good faith, and that the heirs of Severino entered into a double sale, which nonetheless obligated them to transfer the title to Spouses Lariosa.³¹ Thus, Spouses Lariosa pray for the issuance of a writ of preliminary injunction and/or temporary restraining order to prevent the heirs of Rosa from implementing the questioned Court of Appeals rulings.³²

Issue

The sole issue of the instant petition is whether the Court of Appeals committed grave abuse of discretion in dismissing Spouses Rogelio and Leonida Lariosa's complaint for specific performance.

²⁶ *Id.* at 34-36.

²⁷ *Id.* at 37-38.

²⁸ *Id.* at 26-27.

²⁹ *Id.* at 27.

³⁰ *Id.* at 11-12.

³¹ *Id.* at 19.

³² *Id.*

This Court's Ruling

We dismiss the Petition.

At the outset, “the acceptance of a petition for *certiorari*, as well as the grant of due course thereto is, in general, addressed to the sound discretion of the court.” As such, the party who seeks to avail of the extraordinary remedy of *certiorari*, must strictly observe the rules laid down by the law. The non-observance of Rule 65 may not be brushed aside as mere technicality.³³

A perusal of the Petition reveals that the same suffers from fatal procedural defects.

First, the verification and certification of non-forum shopping³⁴ attached to the instant petition, lacks the following attestations required by Rule 7, Section 4 of Administrative Matter No. 19-10-20-SC, or the Revised Rules of Court: (1) that the petition is not filed to harass, cause unnecessary delay or needlessly increase the cost of litigation; and (2) that factual allegations therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery. It should be recalled that this Court brought to Spouses Lariosa’s attention the defects of the verification through Resolution dated November 11, 2021,³⁵ which ordered them to submit a sufficient verification within five days from notice. Unfortunately, Spouses Lariosa did not bother to rectify such error with a verification that complies with Rule 7, Section 4, of the Rules of Court. In this regard, Section 4 declares that a pleading that lacks proper verification shall be treated as an unsigned pleading. Ultimately, an unsigned pleading produces no legal effect.³⁶

Second, the petition was not accompanied by either a certified true copy of the judgment being questioned or the CA’s Decision, in compliance with Section 1 of Rule 65. Spouses Lariosa merely submitted a printed copy of the CA’s Decision, which was attached as Annex “B” to the petition.

Third, Spouses Lariosa availed of the wrong mode of appeal of the CA rulings. Instead of raising errors of jurisdiction, the Petition alleged errors of judgment on the part of the CA, which may only be reviewed or corrected by an appeal.³⁷ Accordingly, Spouses Lariosa should have filed a petition for review for *certiorari* under Rule 45, rather than a petition for *certiorari* under Rule 65 of the Rules of Court. Surely, fundamental is the rule that the

³³ *Garcia, Jr. v. Hon. Court of Appeals*, 570 Phil. 138-199 (2008) [Per J. Chico-Nazario, Third Division].

³⁴ *Rollo*, p. 22.

³⁵ *Id.* at 77.

³⁶ *Re: Rafael Dimaano*, 813 Phil. 510-519 (2017) [Per J. Mendoza, *En Banc*].

³⁷ *Lim v. Vianzon*, 529 Phil. 472-485 (2006) [Per J. Tinga, Third Division].

extraordinary remedy of *certiorari* will only lie if there is no appeal or any plain, speedy, and adequate remedy in the ordinary course of law.³⁸

In any case, even if we brush aside the procedural lapses and treat the present Petition as an appeal under Rule 45 in the spirit of liberality, the Petition still fails to persuade this Court that the CA's rulings warrant reversal.

The CA correctly dismissed the complaint for specific performance, as the subject deeds are equitable mortgage

While lacking in some formality, form or words, or other requisites demanded by a statute, an equitable mortgage nevertheless reveals the intention of the parties to charge real property as security for a debt, and contains nothing impossible or contrary to law. The essential requisites of an equitable mortgage are: (1) that the parties entered into a contract denominated as a contract of sale; and (2) that their intention was to secure an existing debt by way of a mortgage.³⁹

In this regard, Article 1602 of the Civil Code provides that a contract is presumed to be an equitable mortgage in contracts purporting to be a deed of absolute sale, in any of the following instances:

- (1) When the price of a sale with right to repurchase is unusually inadequate;
- (2) When the vendor remains in possession as lessee or otherwise;
- (3) When upon or after the expiration of the right to repurchase another instrument extending the period of redemption or granting a new period is executed;
- (4) When the purchaser retains for himself a part of the purchase price;
- (5) When the vendor binds himself to pay the taxes on the thing sold;
- (6) In any other case where it may be fairly inferred that the real intention of the parties is that the transaction shall secure the payment of a debt or the performance of any other obligation.⁴⁰

In *Spouses Sy v. De Vera-Navarro*,⁴¹ this Court reiterated the principle that the existence of any one of the circumstances enumerated in Article 1602 is sufficient to construe a transaction purporting a sale to be an equitable mortgage, considering that the law favors a lesser transmission of rights and interests over the property in case of doubts on the tenor of the agreement. Hence, this Court concluded that the presence of at least four badges that creates a very strong presumption of an equitable mortgage:

³⁸ Section 1, Rule 65 of the Rules of Court.

³⁹ *Spouses Sy v. De Vera-Navarro*, G.R. No. 239088, April 3, 2019 [Per J. Caguioa, Second Division].

⁴⁰ *Id.* at 7. This pinpoint citation refers to the copy of this Decision uploaded to the Supreme Court website.

⁴¹ *Id.* at 8. This pinpoint citation refers to the copy of this Decision uploaded to the Supreme Court website.

Jurisprudence consistently shows that the presence of even one of the circumstances enumerated in Article 1602 suffices to convert a purported contract of sale into an equitable mortgage. The existence of any of the circumstances defined in Article 1602 of the New Civil Code, not the concurrence nor an overwhelming number of such circumstances, is sufficient for a contract of sale to be presumed an equitable mortgage.

In fact, the Court has previously ruled that when in doubt, courts are generally inclined to construe a transaction purporting to be a sale as an equitable mortgage, which involves a lesser transmission of rights and interests over the property in controversy.

Applying the foregoing to the instant case, the Court finds that the presence of at least four badges of an equitable mortgage creates a very strong presumption that the purported contract of sale entered between petitioner John and respondent De Vera-Navarro is an equitable mortgage.⁴²

Applying the foregoing principle to the instant case, this Court is inclined to agree with the CA that the agreement between Rosa and Rogelio, while purporting to be a sale, is in fact, one of an equitable mortgage. Indeed, the factual circumstances of the case show the presence of several badges of an equitable mortgage, namely:

First, the consideration for the supposed sale of Rosa's share is unusually inadequate. It should be recalled that the Deed of Absolute Sale of a Portion of a Parcel of Land makes it appear that Rosa sold the lot for less than PHP 5.56 per square meters to Rogelio in 1990. However, only two years later, Rosa sold a portion of the same lot to Spouses Avila at around PHP 21.83 per square meters.⁴³ Regrettably, Spouses Lariosa failed to present any evidence of the market value of the subject lot during 1990, but simply harp on Rogelio's alleged greater interest in the property as the sole reason for the steep surge in the purchase price of the subject lot. On this point, Spouses Lariosa's argument fails to impress.

Second, Rosa retained possession of the subject lot, as Severino's estate was only adjudicated to Rosa two years after the sale.⁴⁴ The CA also duly considered the fact that Rogelio never caused a survey or effected a partition of the property.⁴⁵ In fact, no less than Rogelio himself revealed during trial that although he intended to transfer the title to his name, he could not have done so since the property had not been partitioned between Rosa and Leonidas.⁴⁶

⁴² *Id.* This pinpoint citation refers to the copy of this Decision uploaded to the Supreme Court website.

⁴³ *Rollo*, p. 34

⁴⁴ *Id.*

⁴⁵ *Id.* at 36.

⁴⁶ *Id.* at 70.

Third, there was no proof that Rosa actually received the PHP 4,000.00 consideration for the alleged sale, as aptly pointed out by the Court of Appeals.⁴⁷ We find Rosa's version to be more believable—that in entering the agreement, her sole intention was to secure Odilon's loan amounting to PHP 4,000.00 from Rogelio. This was further corroborated by Odilon, who during trial, admitted to borrowing PHP 4,000.00 from Rogelio to buy textile worth the same amount.⁴⁸ It is equally telling that Spouses Lariosa did not deny the existence of such loan.

Fourth, it remains undisputed that real property taxes were being paid by the heirs of Rosa from 1993 to 2003.⁴⁹ Spouses Lariosa did not offer any explanation or present proof that they paid the taxes on the property since the execution of the Deed of Absolute Sale of a Portion of a Parcel of Land in 1990.

Fifth, the parties strangely replicated the 1990 sale in another instrument executed in 1994. The CA correctly observed that this replication reinforces the conclusion that the first instrument was in fact a loan secured by a mortgage, which was renewed for a second time in 1994.⁵⁰ If the Deed of Absolute Sale of a Portion of a Parcel of Land indeed contemplated the actual sale of the subject lot in 1990, it certainly baffles this Court why Spouses Lariosa would logically agree to bind themselves to pay the full purchase price for the second time in 1994, without receiving anything in return, other than the portion already sold to them four years prior.

Anent the alleged sale of the subject lot by Odilon to Rogelio by virtue of the execution of the deed of sale of a right, this Court also finds the same to be an equitable mortgage considering the following circumstances:

First, Spouses Lariosa did not obtain possession of the land they acquired from Odilon. Thus, in their Complaint for specific performance, Spouses Lariosa prayed, among others, for the delivery of the area of 1,652 square meters, corresponding to the portion of the subject lot covered by the subject deeds.⁵¹

Second, while the deed of sale of a right obligated Spouses Lariosa to pay PHP 100,000.00 in exchange for Odilon's share in the subject lot, Spouses Lariosa failed to present any evidence of payment to Odilon. In fact, Spouses Lariosa do not deny the allegation that PHP 90,000.00 out of the total purchase price of PHP 100,000.00 remained unsatisfied.⁵²

⁴⁷ *Id.* at 36.

⁴⁸ *Id.* at 35.

⁴⁹ *Id.* at 34.

⁵⁰ *Id.* at 36.

⁵¹ *Id.* at 56.

⁵² *Id.* at 61.

Third, Spouses Lariosa failed to rebut the evidence that real property taxes were being paid by the heirs of Rosa from 1993 to 2003.⁵³ Neither did Spouses Lariosa provide any justification for their non-payment of taxes since purportedly acquiring Odilon's share in the subject lot in 1997.

Fourth, given Spouses Lariosa's assertion that they already owned 720 square meters of the subject lot in 1992 under the deed of absolute sale of a portion of a parcel of land, coupled with Spouses Avila's undisputed ownership over 229 square meters of the property as borne by TCT No. T-99069 issued in 1996, Spouses Lariosa's were fully aware that only 925 square meters of the subject lot remained at Rosa, Leonidas and/or Odilon's disposal thereafter. As such, Odilon could not have validly transferred ownership of 937 square meters of the property to Spouses Lariosa in January of 1997 through the deed of sale of a right. With this in mind, this Court is inclined to construe the transaction to be another equitable mortgage, wherein the parties simply agreed to secure Odilon's additional loan of PHP 10,000.00, with an additional portion of the subject property.

While the general rule is that when the terms of an agreement have been reduced to writing, it is considered as containing all the terms agreed upon, a party may nonetheless present evidence to modify, explain or add to the terms of the written agreement if he or she puts in issue in a verified pleading the failure of the written agreement to express the true intent and agreement of the parties thereto, or the validity of the written agreement, among others.⁵⁴ In connection to this rule, Rosa denied the validity of the subject deeds in her verified answer.⁵⁵ In fact, Rosa has consistently asserted the failure of the deeds to express the true intent and agreement of the parties. Thus, the CA did not commit grave error when it considered the extraneous evidence presented to modify, explain or add to the terms of the said instruments in finding Spouses Lariosa not entitled to the property.

Considering the foregoing, there is no basis for this Court to grant Spouses Lariosa's prayer for a writ of preliminary injunction and/or a temporary restraining order against the implementation of the CA's rulings.

Nonetheless, in the interest of justice and equity, this Court finds Odilon liable to return to Spouses Lariosa the PHP 4,000.00 he admittedly borrowed from Rogelio to purchase textile,⁵⁶ and the PHP 10,000.00 he received from Spouses Lariosa under the deed of sale of a right. In accordance with our pronouncement in *Nacar v. Gallery Frames*,⁵⁷ these amounts shall earn

⁵³ *Id.* at 34

⁵⁴ Section 10, Rule 130 of the Rules of Court, as amended.

⁵⁵ *Rollo*, p. 30.

⁵⁶ *Id.* at 35.

⁵⁷ 716 Phil. 267 (2013) [J. Peralta, *En Banc*].

interest at the rate of 12% per annum from the filing of the complaint on June 9, 1997 until June 30, 2013, and thereafter, at the rate of 6% per annum from July 1, 2013 until finality of this resolution. The total amount of the foregoing shall earn legal interest at the rate of 6% per annum from the finality of this resolution until full payment.

FOR THESE REASONS, the instant Petition is **DISMISSED**. The Decision dated December 14, 2020 and the Resolution dated April 16, 2021 of the Court of Appeals, Cebu City in CA-G.R. CV No. 03591 are **AFFIRMED** with **MODIFICATION** in that respondent Odilon Parages is **ORDERED** to **PAY** petitioners Rogelio and Leonida Lariosa the following:

- (1) PHP 4,000.00, representing his loan obligation which was secured by the deed of absolute sale of a portion of a parcel of land;
- (2) PHP 10,000.00, representing the amount he received under the deed of sale of a right; and
- (3) Interest on the foregoing amounts at the rate of 12% per annum from June 9, 1997 until June 30, 2013 and thereafter, at the rate of 6% per annum from July 1, 2013 until finality of this Resolution. The total amount shall further earn legal interest at the rate of 6% per annum from its finality until full payment.

SO ORDERED.”

By authority of the Court:


TERESITA AQUINO TUAZON
Division Clerk of Court *11/11*
14 SEP 2023

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HON. PRESIDING JUDGE (reg)
Regional Trial Court, Branch 5
Cebu City
(Civil Case No. CEB-20373)

COURT OF APPEALS (reg)
Visayas Station
Cebu City
CA-G.R. CV No. 03591

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*with a copy of the CA Decision dated December 14, 2020
Please notify the Court of any change in your address.
GR257231. 12/7/2022B(275)URES *12/14*