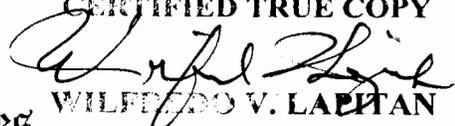




Republic of the Philippines
Supreme Court
 Manila

CERTIFIED TRUE COPY

WILFREDO V. LAPID
 Division Clerk of Court
 Third Division
 FEB 04 2016

THIRD DIVISION

BANCO DE ORO UNIBANK, INC.
(Formerly Banco De Oro-EPCI, Inc.),
 Petitioner,

G.R. No. 198745

Present:

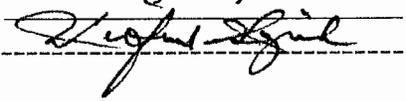
- versus -

VELASCO, JR., J.,
Chairperson,
 PERALTA,
 VILLARAMA, JR.,
 REYES, and
 JARDELEZA, JJ.

SUNNYSIDE HEIGHTS
HOMEOWNERS ASSOCIATION,
INC.,
 Respondent.

Promulgated:

January 13, 2016

X----------X

DECISION

REYES, J:

Before this Court is a Petition for Review on *Certiorari*¹ under Rule 45 of the Rules of Court seeking to annul the Decision² dated March 11, 2011 of the Court of Appeals (CA) in CA-G.R. SP No. 101740, which affirmed, with modification, the Decision³ dated November 22, 2007 of the Office of the President (OP) in O.P. Case No. 97-E-8033, entitled *Mover Enterprises, Inc. and Philippine Commercial & International Bank (PCIB) v. The Housing and Land Use Regulatory Board (HLURB) and Sunnyside Heights Homeowners Association, Inc.*

¹ *Rollo*, pp. 52-78.

² Penned by Associate Justice Noel G. Tijam, with Associate Justices Marlene Gonzales-Sison and Danton Q. Bueser concurring; *id.* at 12-22.

³ Issued by Deputy Executive Secretary for Legal Affairs Manuel B. Gaite, *id.* at 139-142.

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The Facts

Mover Enterprises, Inc. (Mover) is the owner and developer of the Sunnyside Heights Subdivision located in Batasan Hills, Quezon City. In March 1988, Mover mortgaged Lot 5, Block 10 of Phase I of the said subdivision containing 5,764 square meters to the Philippine Commercial International Bank (PCIB) to secure a loan of ₱1,700,000.00. Mover failed to pay its loan and PCIB foreclosed on the mortgage. After title was consolidated in PCIB, the Registry of Deeds of Quezon City issued Transfer Certificate of Title (TCT) No. 86389 to the said bank on May 17, 1993.⁴

Sometime in mid-1994, PCIB advertised the aforesaid lot for sale in the newspapers. This prompted the Sunnyside Heights Homeowners Association (SHHA) to file before the Housing and Land Use Regulatory Board (HLURB) a letter-complaint,⁵ docketed as HLURB Case No. REM-091594-6077, to declare the mortgage between Mover and PCIB void on the ground that the subject property, originally covered by TCT No. 366219, has been allocated as SHHA's open space pursuant to law. SHHA thus sought reconveyance of the property.⁶

In its Answer,⁷ PCIB maintained that the mortgaged lot is different from the lot referred to in SHHA's complaint, and moreover, the title to the said mortgaged lot bears no annotation that it has been reserved as open space. Claiming to be an innocent mortgagee in good faith and for value, PCIB insisted that under Batas Pambansa Bilang 129⁸ and Presidential Decree (P.D.) No. 1344,⁹ the complaint should have been filed with the regular courts.

On August 28, 1995, the HLURB Arbiter dismissed SHHA's complaint for lack of cause of action.¹⁰ He found that, per the records of the HLURB, the property claimed by SHHA to be an open space is covered by TCT No. 223475, which is not the same as the property originally covered by TCT No. 366219 in the name of Mover, and now titled to PCIB, *viz*:

There is no explanation or allegation, much less proof, that TCT [N]o. 366219 registered in the name of respondent Mover and subsequently registered as TCT [N]o. 8638[9] in the name of respondent PCIB, and TCT [N]o. 223475 as identified in the letter of the Technical

⁴ Id. at 13, 54.

⁵ Id. at 54, 164-165.

⁶ Id. at 13.

⁷ Id. at 166-170.

⁸ AN ACT REORGANIZING THE JUDICIARY, APPROPRIATING FUNDS THEREFOR, AND FOR OTHER PURPOSES. Approved on August 14, 1981.

⁹ EMPOWERING THE NATIONAL HOUSING AUTHORITY TO ISSUE WRIT OF EXECUTION IN THE ENFORCEMENT OF ITS DECISION UNDER PRESIDENTIAL DECREE NO. 957. Issued on April 2, 1978.

¹⁰ Issued by HLURB Arbiter Arturo M. Dublado; *rollo*, pp. 148-152.

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Services Section of this Office, refer to one and the same property.

From the foregoing, it has therefore not been established that the property of respondent Mover covered by TCT [N]o. 366219 which had been mortgaged and been foreclosed by respondent PCIB, is the very same property identified as Lot 5, Block 10 and covered by TCT No. 223475, that was allocated as open space for Sunnyside Heights Subdivision. The complaint therefore must necessarily fail as it failed to state a cause of action x x x.¹¹

Petition for Review to the HLURB Board of Commissioners

On petition for review to the HLURB Board of Commissioners,¹² SHHA presented a certification from the HLURB Expanded National Capital Region Field Office showing that on May 18, 1987 the HLURB had approved an alteration in the subdivision plan whereby the former Block 10, the subdivision's open space, had been renamed as Block 7, now covered by TCT No. 366219:

Upon review of our records on file, lot 5, block 10 was [an] open space covered by TCT No. 223475; however, in view of the HL[U]RB's grant of Alteration of Plan dated 18 May 1987, on which subject property was involved, the boundaries of above[-]mentioned open space are [sic] modified resulting to be identified as Block 7 of consolidation subdivision plan Pcs-000990 covered by TCT No. 366219. x x x.¹³

In its Decision¹⁴ dated September 6, 1996, the HLURB Board of Commissioners held that Lot 5, Block 10 (TCT No. 223475), the designated open space in the original subdivision plan, became Block 7 (TCT No. 366219) in the altered plan; that the said new Block 7 was mortgaged to PCIB; that by reason of foreclosure, PCIB became the owner of Block 7 (now covered by TCT No. 86389 in PCIB's name); that TCT Nos. 223475, 366219 and 86389 all refer to one and the same property. Concluding that the subject matter of the mortgage and foreclosure in question was the designated open space of Sunnyside Heights Subdivision,¹⁵ it ruled that the said open space, originally covered by TCT No. 366219, and now registered in the name of PCIB, can neither be mortgaged nor foreclosed, being inalienable, non-buildable and beyond the commerce of man. The HLURB Board of Commissioners thus ordered, as follows:

¹¹ Id. at 150-151.

¹² Id. at 181-187.

¹³ Id. at 186.

¹⁴ Id. at 153-157.

¹⁵ Id. at 155.

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WHEREFORE, the decision of the Office below dated August 28, 1995 is hereby SET ASIDE and a new decision entered as follows:

1. Declaring subject mortgage and for[e]closure as null and void;
2. Declaring Block 7 of Phase I, Sunnyside Heights, Batasan Hills, Quezon City as the designated open space of the aforesaid project;
3. Ordering the Register of Deeds of Quezon City to cancel TCT No. 8638[9] in the name of respondent PCIB and to issue a new title in the name of respondent Mover;
4. Ordering respondent Mover to comply with Section 31 of P.D. 957 as amended by Section 2 of P.D. 1216; and
5. Ordering respondent Mover to pay back the amount of P1,700,000.00 to respondent PCIB.

Let a copy of this decision be furnished the Register of Deeds of Quezon City for his/her guidance and appropriate action.

SO ORDERED.¹⁶

Appeal to the Office of the President

After its motion for reconsideration was denied, PCIB appealed to the OP. Mover did not appeal.¹⁷ In the Decision¹⁸ dated November 22, 2007, the OP found no merit in the appeal, ruling that the HLURB has jurisdiction over matters related to or connected with the complaint for annulment of mortgage, as in this case.

Meanwhile, in 2000 PCIB merged with Equitable Banking Corporation to become the Equitable PCIBank. In May 2001, it merged with Banco de Oro Universal Bank and became the Banco de Oro-EPCI, Inc.; now it is known as Banco de Oro Unibank, Inc. (BDO).

Petition for Review to the CA

In the petition for review filed with the CA,¹⁹ Banco de Oro-EPCI, Inc. alleged that:

¹⁶ Id. at 156-157.

¹⁷ Id. at 139.

¹⁸ Id. at 139-142.

¹⁹ Id. at 121-135.

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THE [OP] SERIOUSLY ERRED IN DISMISSING THE APPEAL ON THE FOLLOWING GROUNDS:

- I. THE [HLURB] HAS NO JURISDICTION OVER ACTIONS FOR ANNULMENT OF TITLE;
- II. PCIB IS A MORTGAGEE IN GOOD FAITH, THEREFORE, ITS TITLE OVER THE SAID PROPERTY CANNOT BE ANNULLED;
- III. NEW EVIDENCE CANNOT BE ADMITTED ON APPEAL, OTHERWISE IT VIOLATES THE RULE ON DUE PROCESS OF LAW; and
- IV. OBLIGATION OF [MOVER] THAT IS SECURED BY THE REAL ESTATE MORTGAGE IS MORE THAN THE PRINCIPAL AMOUNT OF Php1,700,000.00.²⁰

Banco de Oro-EPCI, Inc. alleged in the main that the HLURB has no jurisdiction over SHHA's letter-complaint to annul the mortgage between Mover and PCIB. In the event that the nullification of the mortgage is affirmed, it conceded that it was but fair that the mortgagor be also adjudged to pay interest on the principal loan plus costs incurred.²¹

On March 11, 2011, the CA rendered the assailed judgment ruling that "[t]he jurisdiction of the HLURB to regulate the real estate trade is broad enough to include jurisdiction over complaints for annulment of mortgage."²² The CA further noted Banco de Oro-EPCI, Inc.'s argument that Mover's obligation was more than the principal amount of ₱1,700,000.00. While the CA could not give credence to Banco de Oro-EPCI, Inc.'s allegations of expenses it incurred, it acknowledged that Mover was indebted to Banco de Oro-EPCI, Inc. in the amount of ₱1,700,000.00 as pointed out in the decision of the HLURB Board of Commissioners. Inasmuch as the amount represents a loan, Mover must also be held liable for the payment of interest at the rate stipulated in the mortgage contract. In the absence thereof, the legal rate of 12% *per annum* in accordance with *Eastern Shipping Lines, Inc. v. CA*²³ shall be imposed.²⁴

Accordingly, the *fallo* reads as follows:

²⁰ Id. at 125.

²¹ Id. at 133.

²² Id. at 12, citing *The Manila Banking Corp. v. Spouses Rabina, et al.*, 594 Phil. 422, 433 (2008).

²³ G.R. No. 97412, July 12, 1994, 234 SCRA 78.

²⁴ *Rollo*, p. 21.

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WHEREFORE, the Petition is DENIED. The *Decision*, dated November 22, 2007, of the Office of the President in O.P. Case No. 97-E-8033 is hereby **AFFIRMED**, with the modification that Mover Enterprises, Inc. is held liable to pay the corresponding interest o[n] its mortgage indebtedness to Petitioner Banco de Oro-EPCI Inc., in addition to its payment of the principal amount of Php1,700,000.00 to Banco de Oro-EPCI Inc.

SO ORDERED.²⁵

Banco de Oro-EPCI, Inc. moved for reconsideration,²⁶ but the same was denied on September 23, 2011.²⁷

Petition for Review to the Supreme Court

Now in this petition, BDO raises the following grounds, to wit:

I.

THE [CA] HAS SO FAR DEPARTED FROM THE USUAL COURSE OF JUDICIAL PROCEEDINGS IN ITS QUESTIONED *DECISION* AND *RESOLUTION* WHEN IT AFFIRMED THE *DECISIONS* OF THE [OP] AND HLURB BOARD DESPITE THE UNDISPUTED FACT THAT THE LATTER WAS BASED ON NEW EVIDENCE RAISED FOR THE FIRST TIME BY [SHHA] ON APPEAL IN VIOLATION OF THE RIGHT OF [BDO] TO DUE PROCESS OF LAW.

II.

THE [CA] COMMITTED SERIOUS AND REVERSIBLE ERROR AND DECIDED A MATTER OF SUBSTANCE IN A WAY NOT IN ACCORD WITH THE LAW AND WITH APPLICABLE DECISIONS OF THE HONORABLE COURT WHEN IT DID NOT HOLD THAT [BDO] IS A MORTGAGEE IN GOOD FAITH AS IT HAD THE RIGHT TO RELY ON THE TITLE PRESENTED TO IT; THUS, ITS TITLE OVER THE SUBJECT PROPERTY CANNOT BE ANNULLED.

²⁵ Id.

²⁶ Id. at 23-43.

²⁷ Id. at 46-48.

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III.

THE [CA] HAS SO FAR DEPARTED FROM THE USUAL COURSE OF JUDICIAL PROCEEDINGS WHEN ITS QUESTIONED *DECISION* AND *RESOLUTION* DENIED [BDO'S] *PETITION FOR REVIEW* DESPITE THE FACT THAT THE HLURB DOES NOT HAVE JURISDICTION OVER THE INSTANT CASE.²⁸

The Court finds no merit in the petition.

Importantly, BDO has interposed a continuing objection concerning the HLURB's jurisdiction over what it claims to be the exclusive province of the regular courts. Corollarily, BDO insists that no evidence was presented before the HLURB Arbiter to establish that the property covered by TCT No. 223475, claimed by SHHA as a subdivision open space, is in any way related to TCT No. 366219 registered in the name of Mover and now covered by TCT No. 86389 in the name of BDO (then PCIB).

Section 3 of P.D. No. 957²⁹ granted to the National Housing Authority (NHA) exclusive jurisdiction to regulate the real estate trade and business in order to curb swindling and fraudulent manipulations by unscrupulous subdivision and condominium sellers and operators, such as failure to deliver titles to the buyers or titles free from liens and encumbrances, or to pay real estate taxes, and fraudulent sales of the same subdivision lots to different innocent purchasers for value. P.D. No. 1344 in turn expanded the jurisdiction of the NHA to include the following:

SECTION 1. In the exercise of its functions to regulate the real estate trade and business and in addition to its powers provided for in Presidential Decree No. 957, the National Housing Authority shall have exclusive jurisdiction to hear and decide cases of the following nature:

- a) Unsound real estate business practices;
- b) Claims involving refund and any other claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and
- c) Cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lot or condominium unit against the owner, developer, dealer, broker or salesman.

²⁸ Id. at 58-59.

²⁹ REGULATING THE SALE OF SUBDIVISION LOTS AND CONDOMINIUMS, PROVIDING PENALTIES FOR VIOLATIONS THEREOF. Issued on July 12, 1976:

Section 3. *National Housing Authority. The National Housing Authority shall have exclusive jurisdiction to regulate the real estate trade and business in accordance with the provisions of this Decree.*

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Under Executive Order (E.O.) No. 648, which reorganized the Human Settlements Regulatory Commission in 1981, the regulatory and quasi-judicial functions of the NHA were transferred to the Human Settlements Regulatory Commission, later renamed as HLURB under E.O. No. 90.³⁰ In the cases reaching this Court, the consistent ruling has been that the HLURB has jurisdiction over complaints arising from contracts between the subdivision developer and the lot buyer, or those aimed at compelling the developer to comply with its *contractual* and *statutory* obligations.³¹

SHHA's letter-complaint puts in issue the validity of the mortgage over Block 10, now renamed as Block 7, of Sunnyside Heights Subdivision, and the detriment and prejudice to the residents and the violation by Mover of its obligation to maintain its open space under P.D. No. 1216³² are all too plain, as the following "whereas" clauses of P.D. No. 1216 underscore:

WHEREAS, there is a compelling need to create and maintain a healthy environment in human settlements by providing open spaces, roads, alleys and sidewalks as may be deemed suitable to enhance the quality of life of the residents therein;

WHEREAS, such open spaces, roads, alleys and sidewalks in residential subdivision are for public use and are, therefore, beyond the commerce of men[.]

Section 1 of P.D. No. 1216 defines "open space" as an area in the subdivision reserved exclusively for parks, playgrounds, recreational uses, schools, roads, places of worship, hospitals, health centers, *barangay* centers and other similar facilities and amenities. Section 2 thereof further provides that these reserved areas are non-alienable and non-buildable. The SHHA was correct to seek the annulment of the mortgage between Mover and PCIB before the HLURB, in view of its exclusive jurisdiction over "*any claims filed by subdivision lot or condominium unit buyer against the project owner, developer, dealer, broker or salesman; and cases involving specific performance of contractual and statutory obligations filed by buyers of subdivision lot or condominium unit against the owner or developer.*"

³⁰ IDENTIFYING THE GOVERNMENT AGENCIES ESSENTIAL FOR THE NATIONAL SHELTER PROGRAM AND DEFINING THEIR MANDATES, CREATING THE HOUSING AND URBAN DEVELOPMENT COORDINATING COUNCIL, RATIONALIZING FUNDING SOURCES AND LENDING MECHANISMS FOR HOME MORTGAGES AND FOR OTHER PURPOSES. Issued on December 17, 1986.

³¹ *Cadimas v. Carrion, et al.*, 588 Phil. 408, 416 (2008).

³² DEFINING "OPEN SPACE" IN RESIDENTIAL SUBDIVISIONS AND AMENDING SECTION 31 OF PRESIDENTIAL DECREE NO. 957 REQUIRING SUBDIVISION OWNERS TO PROVIDE ROADS, ALLEYS, SIDEWALKS AND RESERVE OPEN SPACE FOR PARKS OR RECREATIONAL USE. Issued on October 14, 1977.

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As for the claim that SHHA violated BDO's right to due process when on appeal it "belatedly" presented a certification to the HLURB Board of Commissioners that in May 1987 an approved alteration of the subdivision plan renamed Block 10 of Sunnyside Heights Subdivision as Block 7 but retained it as open space, let it suffice that in view of BDO's continuing objection to HLURB's jurisdiction, it cannot now complain that additional documentary proof has been adduced confirming its jurisdiction. As the agency tasked to oversee the specific compliance by developers with their contractual and statutory obligations, such as maintaining the open space as non-alienable and non-buildable, there is no doubt that the HLURB is empowered to annul the subject mortgage. For if a party may continually interpose the HLURB's lack of jurisdiction, even raising the same for the first time on appeal, since jurisdictional issues cannot be waived, then BDO is estopped to complain that on appeal SHHA is finally able to present proof of HLURB's jurisdiction over the present action.³³

The Court has long recognized and upheld the rationale behind P.D. No. 957, which is to protect innocent lot buyers from scheming developers,³⁴ buyers who are by law entitled to the enjoyment of an open space within the subdivision. Thus, this Court has broadly construed HLURB's jurisdiction to include complaints to annul mortgages of condominium or subdivision units.³⁵ In *The Manila Banking Corp. v. Spouses Rabina, et al.*,³⁶ the Court said:

The jurisdiction of the HLURB to regulate the real estate trade is broad enough to include jurisdiction over complaints for annulment of mortgage. To disassociate the issue of nullity of mortgage and lodge it separately with the liquidation court would only cause inconvenience to the parties and would not serve the ends of speedy and inexpensive administration of justice as mandated by the laws vesting quasi-judicial powers in the agency.³⁷ (Citations omitted)

Coming now to Mover's liability, the Court agrees with the observation of the HLURB Board of Commissioners that it would be unjust enrichment on the part of Mover not to acknowledge its indebtedness to BDO in the amount of ₱1,700,000.00 in view of the nullity of the mortgage.³⁸ It should have known that its mortgage security was invalid considering the alteration in its subdivision plan

³³ *Boston Equity Resources, Inc. v. Court of Appeals*, G.R. No. 173946, June 19, 2013, 699 SCRA 16, 30-31.

³⁴ *Philippine Bank of Communications v. Pridisons Realty Corporation*, G.R. No. 155113, January 9, 2013, 688 SCRA 200, 210.

³⁵ *GSIS v. Board of Commissioners, HLURB (Second Division), et al.*, 634 Phil. 330, 338 (2010); *The Manila Banking Corp. v. Spouses Rabina, et al.*, supra note 22; *Union Bank of the Philippines v. Housing and Land Use Regulatory Board*, G.R. No. 95364, June 29, 1992, 210 SCRA 558, 564.

³⁶ 594 Phil. 422 (2008).

³⁷ Id. at 433.

³⁸ *Rollo*, p. 156.

in May 1987. In equity, it must therefore compensate PCIB for the loss thereof, reckoned from the filing of SHHA's letter-complaint on September 14, 1994. *Eastern Shipping Lines, Inc.*³⁹ provides, "with regard particularly to an award of interest in the concept of actual and compensatory damages,"⁴⁰ that the rate of interest, and the accrual thereof, shall be imposed as follows:

1. When the obligation is breached, and it consists in the payment of a sum of money, i.e., a loan or forbearance of money, the interest due should be that which may have been stipulated in writing. Furthermore, the interest due shall itself earn legal interest from the time it is judicially demanded. In the absence of stipulation, the rate of interest shall be 12% per annum to be computed from default, i.e., from judicial or extrajudicial demand under and subject to the provisions of Article 1169 of the Civil Code.⁴¹ (Citations omitted)

*Sunga-Chan, et al. v. CA, et al.*⁴² further clarified the above rules:

Eastern Shipping Lines, Inc. synthesized the rules on the imposition of interest, if proper, and the applicable rate, as follows: The 12% per annum rate under CB Circular No. 416 shall apply only to loans or forbearance of money, goods, or credits, as well as to judgments involving such loan or forbearance of money, goods, or credit, while the 6% per annum under Art. 2209 of the Civil Code applies "when the transaction involves the payment of indemnities in the concept of damage arising from the breach or a delay in the performance of obligations in general," with the application of both rates reckoned "from the time the complaint was filed until the [adjudged] amount is fully paid." In either instance, the reckoning period for the commencement of the running of the legal interest shall be subject to the condition "that the courts are vested with discretion, depending on the **equities of each case**, on the award of interest."⁴³ (Citations omitted and emphasis ours)

Lastly, in view of absence of bad faith by PCIB in the questioned mortgage loan, the Court agrees that in addition to the loan amount of ₱1,700,000.00, Mover should pay thereon to BDO legal interest at 12% *per annum* from the time it is due pursuant to *Eastern Shipping Lines*, except that with the effectivity of Monetary Board Circular No. 799, the rate of interest for the loan shall be reduced to six percent (6%) *per annum* from and after July 1, 2013.⁴⁴

³⁹ Supra note 23.

⁴⁰ Id. at 95.

⁴¹ Id.

⁴² 578 Phil. 262 (2008)

⁴³ Id. at 276-277.

⁴⁴ *S.C. Megaworld Construction and Development Corporation v. Parada*, G.R. No. 183804, September 11, 2013, 705 SCRA 584, 609-610; *Nacar v. Gallery Frames*, G.R. No. 189871, August 13, 2013, 703 SCRA 439, 456.

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WHEREFORE, the petition is **DENIED**. The Decision dated March 11, 2011 of the Court of Appeals in CA-G.R. SP No. 101740 is **AFFIRMED with CLARIFICATION**, in that Mover Enterprises, Inc. shall pay Banco de Oro-EPCI, Inc., now Banco de Oro Unibank, Inc., the amount of ₱1,700,000.00 plus legal interest at twelve percent (12%) *per annum* from September 14, 1994, the date of the letter-complaint of Sunnyside Heights Homeowners Association, Inc., the said rate to be reduced to six percent (6%) *per annum* starting July 1, 2013 until finality hereof. Thereafter, interest as thus computed shall, along with the principal, earn interest at six percent (6%) *per annum* until fully paid.

SO ORDERED.

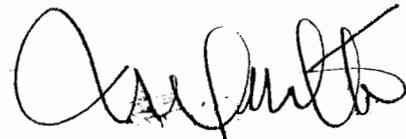


BIENVENIDO L. REYES
Associate Justice

WE CONCUR:



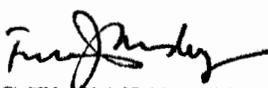
PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson



DIOSDADO M. PERALTA
Associate Justice



MARTIN S. VILLARAMA, JR.
Associate Justice



FRANCIS H. JARDELEZA
Associate Justice

ATTESTATION

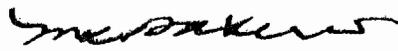
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



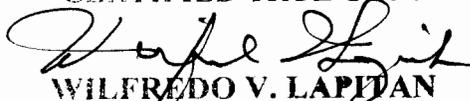
PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



MARIA LOURDES P. A. SERENO
Chief Justice

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WILFREDO V. LAPITAN
Division Clerk of Court
Third Division
FEB 04 2016