

Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

REPUBLIC OF THE PHILIPPINES,
Petitioner,

G.R. No. 249953

Present:

- versus -

MELVIN T. VILLACORTA,
Respondent.

GESMUNDO, C.J., Chairperson,
CAGUIOA,
CARANDANG,
ZALAMEDA,
GAERLAN, JJ.

Promulgated:

JUN 23 2021

X ----- X

DECISION

CAGUIOA, J.:

This is a Petition for Review on *Certiorari*¹ (Petition) under Rule 45 of the Rules of Court (Rules) assailing the February 26, 2019² and September 20, 2019³ Resolutions (Assailed Resolutions) of the Court of Appeals⁴ (CA), in CA-G.R.CV. No. 06988. The CA dismissed the Republic's appeal pursuant to Rule 50, Section 1(e)⁵ of the Rules thereby upholding the Decision⁶ dated November 16, 2017 (November 16, 2017 Decision) of the Regional Trial Court of Cebu City, Branch 22 (RTC) in Civil Case No. CEB-37574.⁷ The RTC annulled respondent Melvin T. Villacorta's (Melvin) marriage to Janufi Sol P. Villacorta (Janufi) on the

¹ *Rollo*, pp. 10-34.

² *Id.* at 41-43. Penned by Associate Justice Marilyn B. Lagura-Yap and concurred in by Associate Justices Edgardo L. Delos Santos (now a Member of this Court) and Emily R. Aliño-Geluz.

³ *Id.* at 52-54.

⁴ Eighteenth Division and Former Eighteenth Division, respectively.

⁵ RULES OF COURT, Rule 50, Sec. 1 provides:

Section 1. Grounds for dismissal of appeal. — An appeal may be dismissed by the Court of Appeals, on its own motion or on that of the appellee, on the following grounds:

x x x x

(e) Failure of the appellant to serve and file the required number of copies of his brief or memorandum within the time provided by these Rules;

x x x x (1a; *En Banc Resolution*, February 17, 1998.)

⁶ *Rollo*, pp. 44-49. Penned by Presiding Judge Manuel D. Patalinghug.

⁷ *Id.* at 10.

ground of fraud under Article 45(3)⁸ in relation to Article 46(2)⁹ of the Family Code.

The Facts and Antecedent Proceedings

Melvin and Janufi met in March of 1996 while they were both studying at Southwestern University, Cebu City. They became sweethearts but ended their relationship in 2000.¹⁰ Thereafter, Melvin heard that Janufi began dating someone who was working near the establishment where she was then employed.¹¹

For months, Melvin and Janufi did not communicate with one another. Later, however, Janufi asked Melvin to see her.¹² In March of 2001, Melvin visited Janufi and eventually asked her about the rumor that she was dating someone else. Janufi denied the same and insisted that “no one touched her” and nothing happened between her and any third party.¹³ Thus, Melvin and Janufi reconciled.

In April of 2001, Melvin learned that Janufi was pregnant.¹⁴ Melvin was “surprised” and “doubtful”¹⁵ to learn Janufi was already one month pregnant because they had sexual intercourse only in March of 2001.¹⁶ Although Melvin doubted the paternity of the child, Janufi supposedly assured him that he was the only person she had sexual intercourse with.¹⁷ This put his doubts to rest.

On December 1, 2001, Janufi gave birth to a baby girl named Mejan Dia and she and Melvin then began living together.¹⁸ After almost three years or on August 14, 2004, Melvin and Janufi finally got married.¹⁹ On October 18, 2004, Janufi gave birth to a second child named Javen Mel.²⁰

⁸ FAMILY CODE, Art. 45 provides:

Art. 45. A marriage may be annulled for any of the following causes, existing at the time of the marriage:

x x x x

(3) That the consent of either party was obtained by fraud, unless such party afterwards, with full knowledge of the facts constituting the fraud, freely cohabited with the other as husband and wife;

x x x x (85a)

⁹ *Id.*, Art. 46 states:

Art. 46. Any of the following circumstances shall constitute fraud referred to in Number 3 of the preceding Article:

x x x x

(2) Concealment by the wife of the fact that at the time of the marriage, she was pregnant by a man other than her husband;

x x x x (86a)

¹⁰ *Rollo*, p. 45.

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 30.

¹⁶ *Id.* at 30, 45.

¹⁷ *Id.* at 46.

¹⁸ *Id.* at 14, 46.

¹⁹ *Id.* at 46.

²⁰ *Id.*

During their marriage, the couple quarreled about ordinary things. Often times, however, the paternity of Mejan Dia would become an issue.²¹ During a dinner party in 2010, Melvin and Janufi quarreled and the issue of Mejan Dia's paternity was brought up in the presence of their relatives.²² This drove Melvin to finally take a deoxyribonucleic acid (DNA) Parentage Examination (DNA test) at Hi-Precision Diagnostics.²³

In November of 2010, the results of the DNA test were released, which revealed that there was a 0.0% probability that Melvin was the father of Mejan Dia.²⁴

On January 12, 2011, Melvin received a text message from Janufi stating that she had no intention to deceive Melvin into acknowledging paternity but it only happened once while she was drunk, and that she never thought her one-time "sin" would "bear fruit."²⁵ The message also stated that Janufi was shocked at the result of the DNA test and could not believe that Melvin was not the father of Mejan Dia.²⁶ On March 6, 2011, Melvin received another text message purportedly sent by Janufi admitting to telling white lies because she did not want to hurt Melvin.²⁷ Nevertheless, Melvin filed a petition for annulment of marriage before the RTC on March 15, 2011. On May 11, 2011, Janufi filed her answer with prayer for support *pendente lite*.²⁸

The Ruling of the RTC

After trial, the RTC annulled the marriage in its November 16, 2017 Decision and held that Janufi fraudulently concealed "x x x the very painful truth that before her marriage [to Melvin], she slept with another man and [that] it resulted [in] her pregnancy [by said] man."²⁹ This purportedly warranted annulment under Article 45(3) in relation to Article 46(2) of the Family Code as Melvin would probably not have pursued the marriage had Janufi informed him that he was not the father of Mejan Dia.³⁰

The Republic, through the Office of the Solicitor General (OSG), appealed to the CA. On December 17, 2018, the OSG received a notice to file its appellate brief within 45 days or until January 31, 2019. On January 30, 2019, the OSG filed a motion for extension to file said brief.³¹

²¹ Id.
²² Id.
²³ Id. at 15, 46.
²⁴ Id. at 15.
²⁵ Id. at 16.
²⁶ Id.
²⁷ Id. at 18.
²⁸ Id.
²⁹ Id. at 48.
³⁰ Id.
³¹ Id. at 18-19.



The Ruling of the CA

In its February 26, 2019 Resolution, the CA dismissed the OSG's appeal for failure to file appellate brief within a reasonable period.³²

The OSG filed a motion for reconsideration claiming that it timely filed and served, by registered mail, its motion for extension of time to file appellate brief on January 30, 2019 or within the 45-day period.³³ This was "x x x evidenced by OSG Registered Mail Bill Registry Letter Nos. RE025331895ZZ, RE027141228ZZ, and RE027141231ZZ x x x"³⁴ and a letter-request sent to the Cebu City Central Post Office for a certification as to the disposition of the mail containing its motion for extension.³⁵ In said motion for extension, the OSG prayed for an additional period of 90 days or until May 1, 2019 within which to file its appellate brief.³⁶

On April 30, 2019, the OSG filed and served its brief by registered mail. It also filed an advanced copy of said brief *via* LBC, a private courier, which the CA received on May 2, 2019.³⁷

In its September 20, 2019 Resolution, the CA denied the OSG's motion for reconsideration because it considered the brief, which was filed on May 2, 2019, as having been filed out of time.³⁸

The OSG thus filed the instant Petition claiming that 1) the CA erred in dismissing its appeal on the ground that it failed to file its appellate brief within a reasonable period and 2) that the RTC erred in annulling Melvin and Janufi's marriage on the ground of fraud under Article 45(3) in relation to Article 46(2) of the Family Code.³⁹ In his Comment⁴⁰ dated September 11, 2020, Melvin argued that the CA correctly dismissed the OSG's appeal as its appellate brief was filed out of time.

Issues

Whether the CA erred in dismissing the OSG's appeal.

The Court's Ruling

The Petition has merit. The CA erred in dismissing the OSG's appeal pursuant to Rule 50, Section 1(e) of the Rules. More importantly, the CA should have resolved the substantial arguments raised by the OSG,

³² Id. at 42.

³³ Id. at 53.

³⁴ Id. at 56.

³⁵ Id. at 71.

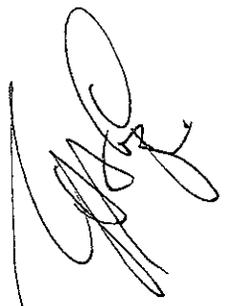
³⁶ Id. at 53.

³⁷ Id. at 23-24.

³⁸ Id. at 53.

³⁹ Id. at 22.

⁴⁰ Id. at 137-139.



considering that the RTC's November 16, 2017 Decision was evidently inconsistent with the express wordings of the Family Code.

Procedural matters

The OSG claims that it timely filed its motion for extension of time to file appellate brief by registered mail on January 30, 2019 as "x x x evidenced by OSG Registered Mail Bill Registry Letter Nos. RE025331895ZZ, RE027141228ZZ, and RE027141231ZZ x x x"⁴¹ and a letter-request sent to the Cebu City Central Post Office for a certification as to the disposition of the mail containing its motion for extension.⁴² In said motion, it prayed for an additional period or until May 1, 2019 to file its brief.⁴³ In view of said motion for extension, the OSG claims that it timely filed its appellate brief by registered mail on April 30, 2019 and by private courier on May 2, 2019.⁴⁴ The arguments have merit.

When a pleading or motion is filed by registered mail, the date of the mailing, as shown by the post office stamp on the envelope or the registry receipt, shall be considered as the date of their filing in court.⁴⁵ Although the OSG argues that it timely filed its motion for extension on January 30, 2019, the Court finds that the evidence offered to prove the same falls short of that required under Rule 13, Section 12:

SEC. 12. Proof of filing. — The filing of a pleading or paper shall be proved by its existence in the record of the case. If it is not in the record, but is claimed to have been filed personally, the filing shall be proved by the written or stamped acknowledgment of its filing by the clerk of court on a copy of the same; if filed by registered mail, by the registry receipt and by the affidavit of the person who did the mailing, containing a full statement of the date and place of depositing the mail in the post office in a sealed envelope addressed to the court, with postage fully prepaid, and with instructions to the postmaster to return the mail to the sender after ten (10) days if not delivered. (n) (Underscoring supplied)

Rather than submitting the registry receipt and the affidavit required under the foregoing section, the OSG submitted a 1) self-serving list prepared by its document management division purportedly containing registry numbers, but without any legible mark that it was indeed received

⁴¹ *Rollo*, p. 56.

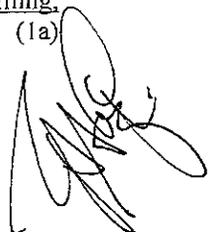
⁴² *Id.* at 71.

⁴³ *Id.* at 23.

⁴⁴ *Id.*

⁴⁵ RULES OF COURT, Rule 13, Sec. 3.

SEC. 3. Manner of filing. — The filing of pleadings, appearances, motions, notices, orders, judgments and all other papers shall be made by presenting the original copies thereof, plainly indicated as such, personally to the clerk of court or by sending them by registered mail. In the first case, the clerk of court shall endorse on the pleading the date and hour of filing. In the second case, the date of the mailing of motions, pleadings, or any other papers or payments or deposits, as shown by the post office stamp on the envelope or the registry receipt, shall be considered as the date of their filing, payment, or deposit in court. The envelope shall be attached to the record of the case. (1a) (Underscoring supplied)



by the post office on the day indicated,⁴⁶ and 2) a letter-request for certification sent to the Cebu City Central Post Office, but without the actual certification that the motion was received on January 30, 2019 and delivered to the CA.⁴⁷

Nevertheless, in the interest of substantial justice, the Court finds it reasonable to consider the OSG's motion for extension as timely filed, especially considering that, contrary to the CA's September 20, 2019 Resolution, the OSG had timely filed its appellate brief within the extended period requested.

Notably, the CA categorically stated that it received the OSG's appellate brief on May 2, 2019.⁴⁸ As correctly argued by the OSG, Rule 22, Section 1 of the Rules holds that if the last day of a period falls on a legal holiday, the time shall not run until the next working day.⁴⁹ Since May 1, 2019, the last day of the extended period requested was a legal holiday, the reglementary period did not run until May 2, 2019.⁵⁰ As such, the appellate brief sent by private courier and received by the CA on May 2, 2019 was timely filed.

The Court takes this opportunity to remind the CA that technical rules of procedure should be used to promote, not frustrate justice.⁵¹ Rule 50, Section 1(e) of the Rules expressly uses the permissive term "may" to emphasize that while compliance with the prescribed periods is mandatory, the rules should not be construed so strictly as to defeat the ends of justice. This is especially true in the instant case, considering that the RTC manifestly erred in annulling Melvin and Janufi's marriage on the basis of Article 45(3) in relation to Article 46(2) of the Family Code.

The facts do not warrant annulment under Article 45(3) in relation to Article 46(2) of the Family Code

The Republic argues that the RTC decision annulling the marriage is not in accord with law and jurisprudence because the Family Code expressly provides that a marriage may be annulled on the basis of fraud through concealment only if "x x x at the time of the marriage, the wife was pregnant

⁴⁶ *Rollo*, p. 36.

⁴⁷ *Id.* at 71.

⁴⁸ *Id.* at 53.

⁴⁹ RULES OF COURT, Rule 22, Sec. 1.

SECTION 1. *How to compute time.* — In computing any period of time prescribed or allowed by these Rules, or by order of the court, or by any applicable statute, the day of the act or event from which the designated period of time begins to run is to be excluded and the date of performance included. If the last day of the period, as thus computed, falls on a Saturday, a Sunday, or a legal holiday in the place where the court sits, the time shall not run until the next working day. (n) (Underscoring supplied)

⁵⁰ *Rollo*, p. 25.

⁵¹ *Republic v. Heirs of Bernabe*, G.R. No. 237663, October 6, 2020, p. 29, accessed at <<https://sc.judiciary.gov.ph/16210>>.

and she concealed the fact that such pregnancy was by a man other than her husband.”⁵² In the case at bar, Mejan Dia was already almost three years old when Melvin and Janufi got married on August 4, 2004.⁵³ Evidently, Janufi was not pregnant at the time of her marriage and Article 46(2) cannot apply. Further, the OSG claims that it is clear from Janufi’s messages that she had no intention to deceive Melvin into acknowledging the paternity of Mejan Dia. While Janufi may have misrepresented the state of her chastity, it cannot be discounted that she honestly believed that Mejan Dia was sired by Melvin.⁵⁴ The Court agrees.

It bears emphasis that “[m]arriage is a special contract of permanent union between a man and a woman entered into in accordance with law for the establishment of conjugal and family life. It is the foundation of the family and an inviolable social institution whose nature, consequences, and incidents are governed by law and not subject to stipulation x x x.”⁵⁵ In view thereof, it may be terminated only for limited grounds as prescribed by law.⁵⁶ “The state is interested in the permanency of the marriage relation. The preservation of that relation is deemed essential to public welfare. The fundamental policy of the state, which regards marriage as indissoluble and sacred, being the foundation upon which society rests, is to be cautious and strict in granting annulment[s] of marriage.”⁵⁷ In this regard, the Family Code provides:

Art. 45. A marriage may be annulled for any of the following causes, existing at the time of the marriage:

(1) That the party in whose behalf it is sought to have the marriage annulled was eighteen years of age or over but below twenty-one, and the marriage was solemnized without the consent of the parents, guardian or person having substitute parental authority over the party, in that order, unless after attaining the age of twenty-one, such party freely cohabited with the other and both lived together as husband and wife;

(2) That either party was of unsound mind, unless such party after coming to reason, freely cohabited with the other as husband and wife;

(3) That the consent of either party was obtained by fraud, unless such party afterwards, with full knowledge of the facts constituting the fraud, freely cohabited with the other as husband and wife;

(4) That the consent of either party was obtained by force, intimidation or undue influence, unless the same having disappeared or ceased, such party thereafter freely cohabited with the other as husband and wife;

⁵² *Rollo*, p. 28. Emphasis omitted; underscoring in the original.

⁵³ *Id.* at 29.

⁵⁴ *Id.* at 32.

⁵⁵ FAMILY CODE, Art. 1.

⁵⁶ Paras, Edgardo L., CIVIL CODE OF THE PHILIPPINES ANNOTATED, 17th Ed., 2013, Vol. 1, p. 461.

⁵⁷ Sta. Maria, Melencio, PERSONS AND FAMILY RELATIONS LAW, 5th Ed., 2010, p. 290.



(5) That either party was physically incapable of consummating the marriage with the other, and such incapacity continues and appears to be incurable; or

(6) That either party was afflicted with a sexually transmissible disease found to be serious and appears to be incurable. (85a) (Underscoring supplied)

As opined by CA Justice Eduardo P. Caguioa, a member of the Civil Code Revision and Family Law Committee, “[a]lthough fraud to vitiate consent has been defined by the Civil Code as insidious words and machinations which lead a party to enter into a contract without which he would not have entered into, this general definition of fraud in the Civil Code is not absolutely applicable to marriage since the subsequent article of the Code (referring to Article 86 of the Civil Code) limits the kinds of fraud which will serve as grounds for annulment. Consequently, in order to annul a marriage on the ground of fraud, the fraud must consist of one of those enumerated in Article 86.”⁵⁸ Article 86 of the Civil Code is the precursor of Article 46 of the Family Code, which now states:

Art. 46. Any of the following circumstances shall constitute fraud referred to in Number 3 of the preceding Article:

(1) Non-disclosure of a previous conviction by final judgment of the other party of a crime involving moral turpitude;

(2) Concealment by the wife of the fact that at the time of the marriage, she was pregnant by a man other than her husband;

(3) Concealment of sexually transmissible disease, regardless of its nature, existing at the time of the marriage; or

(4) Concealment of drug addiction, habitual alcoholism or homosexuality or lesbianism existing at the time of the marriage.

No other misrepresentation or deceit as to character, health, rank, fortune or chastity shall constitute such fraud as will give grounds for action for the annulment of marriage. (86a) (Underscoring supplied)

Based on the foregoing, it is evident that to constitute fraud that warrants annulment under Article 46(2): 1) the wife must have been pregnant by a man other than her husband at the time of the marriage and 2) the wife must have fraudulently concealed the same.⁵⁹

In this regard, the OSG correctly argues that the concealed pregnancy, which vitiates consent, must have existed at the time of the marriage.⁶⁰ Justice Eduardo Caguioa explains that “[t]he essence of the fraud

⁵⁸ Caguioa, Eduardo P., COMMENTS AND CASES ON CIVIL LAW: CIVIL CODE OF THE PHILIPPINES, Vol. 1, pp. 160-161.

⁵⁹ See *Aquino v. Delizo*, 109 Phil. 21 (1960), which involved a “naturally plump” woman that purportedly concealed the fact that she was four-months pregnant at the time of the marriage. See also *Buccat v. Buccat*, 72 Phil. 19 (1941), which involved a woman that purportedly concealed her advanced stage pregnancy at the time of the marriage.

⁶⁰ *Rollo*, p. 29.

in this case is the non-disclosure of the present pregnancy of the wife x x x the pregnancy must exist at the time of the celebration of the marriage, thus, if the wife had previous relations with other men and as a consequence of which she became pregnant or bore a child previously, the concealment thereof will not be a ground for annulling the marriage if at the time the marriage was celebrated the wife was not pregnant.”⁶¹ It is the concealment of the fact of pregnancy by another man at the time of marriage that constitutes fraud as a ground for annulment. “No other misrepresentation or deceit as to character, health, rank, fortune or chastity shall constitute such fraud as will give grounds for action for the annulment of marriage.”⁶²

In the instant case, the facts readily reveal that Mejan Dia was already almost three years old when Melvin and Janufi got married on August 4, 2004.⁶³ As Janufi was not pregnant at the time of the marriage, any purported fraud she may have committed to induce Melvin to marry her cannot be considered the fraudulent concealment contemplated under Article 46(2). Indeed, the Court has held that not all fraudulent acts can be invoked to annul a marriage. The circumstances of fraud under Article 45(3) are exclusive and restrictive.⁶⁴ In *Anaya v. Palaroan*,⁶⁵ the Court resolved the question of whether or not the non-disclosure to a wife by her husband of his pre-marital relationship with another woman was a ground for annulment of marriage under Article 86 of the Civil Code. Speaking through Justice J.B.L. Reyes, the Court held that:

The intention of Congress to confine the circumstances that can constitute fraud as ground for annulment of marriage to the foregoing three cases may be deduced from the fact that, of all the causes of nullity enumerated in Article 85, fraud is the only one given special treatment in a subsequent article within the chapter on void and voidable marriages. If its intention were otherwise, Congress would have stopped at Article 85, for, anyway, fraud in general is already mentioned therein as a cause for annulment. But Article 86 was also enacted, expressly and specifically dealing with “fraud referred to in number 4 of the preceding article,” and proceeds by enumerating the specific frauds (misrepresentation as to identity, nondisclosure of a previous conviction, and concealment of pregnancy), making it clear that Congress intended to exclude all other frauds or deceptions. To stress further such intention, the enumeration of the specific frauds was followed by the interdiction: “No other misrepresentation or deceit as to character, rank, fortune or chastity shall constitute such fraud as will give grounds for action for the annulment of marriage.”

Non-disclosure of a husband’s pre-marital relationship with another woman is not one of the enumerated circumstances that would constitute a ground for annulment; and it is further excluded by the last paragraph of the article, providing that “no other misrepresentation or deceit as to [x x x] chastity” shall give ground for an action to annul a

⁶¹ Supra note 58, at 165. See also supra note 56, at 461.

⁶² FAMILY CODE, Art 46, last paragraph. Underscoring supplied.

⁶³ *Rollo*, p. 29.

⁶⁴ Supra note 57, at 296. See also Vitug, Jose C., CIVIL LAW, Vol. I, p. 92.

⁶⁵ G.R. No. L-27930, November 26, 1970, 36 SCRA 97.

marriage. While a woman may detest such non-disclosure of premarital lewdness or feel having been thereby cheated into giving her consent to the marriage, nevertheless the law does not assuage her grief after her consent was solemnly given, for upon marriage she entered into an institution in which society, and not herself alone, is interested. The lawmaker's intent being plain, the Court's duty is to give effect to the same, whether it agrees with the rule or not.⁶⁶

As Janufi's purported fraud does not squarely fall under Article 46(2), the same cannot serve as a ground for annulment. It is of no moment that the RTC found that Melvin would probably not have married Janufi had he known that he was not the father of Mejan Dia.⁶⁷ It is a threshold principle that "x x x when the law is clear and free from any doubt or ambiguity, there is no room for construction or interpretation. There is only room for application. As the statute is clear, plain, and free from ambiguity, it must be given its literal meaning and applied without attempted interpretation x x x."⁶⁸ Not falling within the restrictive grounds provided under Article 46, the wisdom of whether Janufi's purported fraud should likewise be considered a ground for annulment is a policy question better left to the political branches of the government.⁶⁹ "The lawmaker's intent being plain, the Court's duty is to give effect to the same, whether it agrees with the rule or not."⁷⁰

Even assuming that Article 46(2) was applicable, the Court finds that Melvin failed to discharge his burden of proving that Janufi acted with bad faith and fraudulent intent with clear and convincing evidence. The OSG correctly holds that while Janufi may have misrepresented the state of her chastity prior to her and Melvin's reconciliation, it appears that she honestly believed in good faith that Mejan Dia was the child of Melvin.⁷¹ As there was no bad faith on her part, she cannot be guilty of concealment.⁷²

In view of the foregoing, the petition for annulment of marriage is hereby dismissed for lack of merit.

WHEREFORE, premises considered, the Petition for Review on *Certiorari* is **GRANTED**. The February 26, 2019 and September 20, 2019 Resolutions of the Court of Appeals in CA-G.R. CV. No. 06988 are hereby **SET ASIDE**. The petition for annulment of marriage is hereby **DISMISSED** for lack of merit.

SO ORDERED.

⁶⁶ Id. at 102. Italics in the original; underscoring supplied. Citations omitted.

⁶⁷ *Rollo*, p. 48.

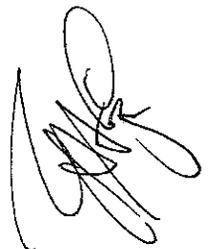
⁶⁸ See *Tumabini v. People*, G.R. No. 224495, February 19, 2020, p. 9, accessed at <<http://sc.judiciary.gov.ph/13455>>.

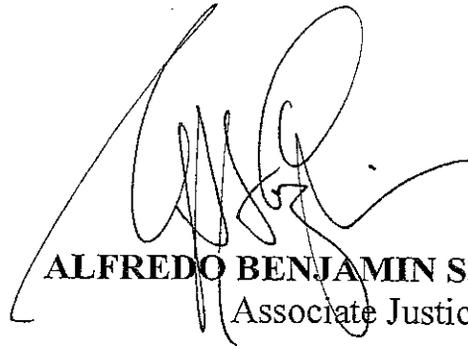
⁶⁹ See *J. Caguioa's Dissenting Opinion in Republic v. Manalo*, G.R. No. 221029, April 24, 2018, 862 SCRA 580, 634-653.

⁷⁰ *Anaya v. Palaroan*, supra note 65, at 102.

⁷¹ *Rollo*, p. 32.

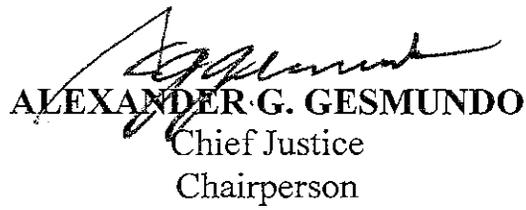
⁷² Supra note 57, at 296.





ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

WE CONCUR:



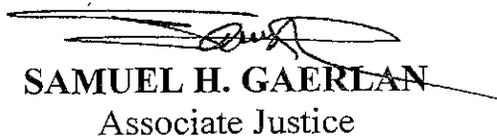
ALEXANDER G. GESMUNDO
Chief Justice
Chairperson



ROSMARI D. CARANDANG
Associate Justice



RODIL W. ZALAMEDA
Associate Justice



SAMUEL H. GAERLAN
Associate Justice

CERTIFICATION

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


ALEXANDER G. GESMUNDO
Chief Justice

