



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

CARIDAD PACHECO,  
Petitioner,

G.R. No. 268216

Present:

-versus-

CAGUIOA,  
Chairperson,  
INTING,  
GAERLAN,  
DIMAAMPAO, and  
SINGH, JJ.

JIMMY F. REYES,  
Respondent.

Promulgated:  
February 26, 2024

Michael DeBalt

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DECISION

**GAERLAN, J.:**

This is a Petition for Review on *Certiorari*<sup>1</sup> filed by Caridad Pacheco (petitioner) assailing the July 26, 2022 Resolution<sup>2</sup> and the May 8, 2023 Resolution<sup>3</sup> of the Court of Appeals (CA), in CA-G.R. SP No. 173904.

The facts of the case as culled from the *rollo* provides:

Jimmy F. Reyes (respondent) is the lawful possessor of the lot located at No. 39 Visayas Street, Group 3, Area B, Payatas, Quezon City having acquired the same from Benedicto Roquid, by virtue of a Subrogation/ Transfer of Rights and Improvement dated February 5, 2004.<sup>4</sup>

<sup>1</sup> *Rollo*, pp. 3–15.

<sup>2</sup> *Id.* at 76; rendered by Associate Justices Marlene B. Gonzales-Sison, Gabriel T. Robeniol, and Michael P. Ong of the Seventh Division of the Court of Appeals, Manila.

<sup>3</sup> *Id.* at 24–27; penned by Associate Justice Gabriel T. Robeniol and concurred in by Associate Justices Marlene B. Gonzales-Sison and Michael P. Ong.

<sup>4</sup> *Id.* at 28.

Petitioner and her late husband, Ramon Pacheco, Sr., (collectively, spouses Pacheco), as lessees, entered into a contract of lease with respondent at a monthly rental of PHP 6,000.00 to be paid every first day of the month starting on October 1, 2012. Starting April 1, 2017 and onwards, spouses Pacheco failed to pay the monthly rentals, and despite several demands to pay and vacate, no payment was made. Despite receipt of the demand letter dated August 5, 2017<sup>5</sup> and tender of another demand letter dated February 11, 2019, spouses Pacheco continued to remain in possession of the subject premises.<sup>6</sup>

Subsequently, respondent filed a complaint against spouses Pacheco before the *Lupon ng Tagapamayapa* of Barangay Payatas, Quezon City but they allegedly ignored said complaint and refused to amicably settle the dispute. Thus, a Certificate to File Action dated July 10, 2017 was issued by the Office of *Lupong Tagapamayapa* of Barangay Payatas, Quezon City.<sup>7</sup>

On February 13, 2019, respondent, through the University of the Philippines-Office of the Legal Aid's (UP-OLA) Law Intern Juan Paolo M. Artiaga (Artiaga), personally tendered to spouses Pacheco the Demand Letter dated February 11, 2019, demanding them to: (a) pay the respondent the amount of PHP 66,000.00, representing spouses Pacheco's overdue and unpaid rentals; (b) vacate the lot and its improvements, which spouses Pacheco are using as a junk shop. However, spouses Pacheco allegedly refused to receive and sign the aforementioned demand letter despite Artiaga's explanation to them. To prove that Artiaga personally tendered the said demand letter to spouses Pacheco, he executed an Affidavit of Service dated February 22, 2019. Despite such demand to pay and vacate, spouses Pacheco remained in possession of the subject property.<sup>8</sup>

On April 13, 2019, the respondent, through the assistance of UP-OLA, filed a complaint for Unlawful Detainer and Damages. Summons upon spouses Pacheco was successfully served to them on April 22, 2019 per the Return of Service of the Court Bailiff.<sup>9</sup>

On May 6, 2019, spouses Pacheco, through Atty. Romeo N. Bartolome (Atty. Bartolome), filed their Answer with Compulsory Counter Claim to the respondent. They denied the allegation of the respondent claiming that the respondent has no cause of action against them because they are the owners of the subject property which they acquired from

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<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 29.

<sup>7</sup> *Id.* at 28.

<sup>8</sup> *Id.* at 29.

<sup>9</sup> *Id.*

Acopiado estate, the registered owner of the subject property.<sup>10</sup> They added that respondent is claiming a property different from the one they are occupying. They argued that the respondent has no right to collect any rentals and to claim any damages from them. Spouses Pacheco submitted a Deed of Assignment of Real Property to prove their ownership over the subject property. They further averred that they had not received the alleged demand letter from the respondent. And if ever they refused to receive the alleged letter, they asserted that they have all the reasons to do so as the alleged owners of the subject property.<sup>11</sup>

Spouses Pacheco then prayed that the case be dismissed on the ground of prescription since they have been in open and continuous possession of the subject property for more than 30 years and that the one-year period from the last demand to vacate on August 5, 2017 within which to file the instant action has already lapsed.<sup>12</sup>

### **The Metropolitan Trial Court Ruling**

In the Decision<sup>13</sup> dated September 21, 2020, the Metropolitan Trial Court (MeTC) found that respondent substantially proved by preponderance of evidence his claim to eject spouses Pacheco from the subject property.<sup>14</sup> All the elements of an action for unlawful detainer were duly proven by the respondent. It was established as it is judicially admitted by spouses Pacheco that the parties entered into a lease contract agreement involving the subject property as evinced by the Contract of Lease dated September 20, 2012 signed by the respondent and Ramon Pacheco, Sr.<sup>15</sup> The court also noted spouses Pacheco's judicial admission that they stop the payment of rental to the respondent after they found out that the respondent is not the real owner of the subject lot and the improvement found thereon.<sup>16</sup> The admissions confirm that spouses Pacheco are indeed lessees of the subject property and that they agreed to the terms and conditions of the Contract of Lease. Thus, they are bound to surrender the possession of the said property to respondent upon expiration of the lease contract or upon default of their obligation to pay the rentals and upon demand to pay and vacate by the respondent.<sup>17</sup>

The MeTC added that under Section 2(b), Rule 131 of the Rules of Court, the tenant is not permitted to deny the title of his landlord at the time of the commencement of the relationship of landlord and tenant between

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 51.

<sup>12</sup> *Id.*

<sup>13</sup> *Id.* at 28–45; penned by Presiding Judge Dinah P. Maximo-Uy.

<sup>14</sup> *Id.* at 37.

<sup>15</sup> *Id.* at 38.

<sup>16</sup> *Id.* at 41.

<sup>17</sup> *Id.* at 39.

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them. Thus, when the parties executed the Contract of Lease, spouses Pacheco, as lessees, are estopped from contesting and denying the title, better right of possession, and ownership of the respondent on the subject property upon the start of the validity of the lease contract.<sup>18</sup>

The MeTC then decreed:

WHEREFORE, premises considered, judgment is, hereby, rendered in favor of the [respondent] Jimmy F. Reyes and against the [petitioners] Spouses Ramon B. Pacheco, Sr. and Caridad Pacheco. The instant Complaint for Unlawful Detainer and Damages, is hereby **GRANTED**.

Accordingly, [petitioners] Spouses Ramon B. Pacheco and Caridad Pacheco are hereby **ORDERED**:

1. To vacate the premises of the lot they are presently occupying located at No. 39 Visayas Street, Group 3, Area B, Payatas, Quezon City, and to surrender possession thereof to [respondent] Jimmy F. Reyes;
2. To pay the accrued unpaid rentals and arrearages in the amount of Six Thousand Pesos (Php 6,0000) per month reckoned from February 2019 or the last final demand to vacate until such time that the [petitioners], actually vacated and peacefully surrendered possession of the subject property in favor of the plaintiff.
3. To pay the sum of Twenty Thousand Pesos (Php 20,0000) as and by way of reasonable attorney's fees; and
4. To pay the costs of suit.

**SO ORDERED.**<sup>19</sup> (Emphases in the original)

The petitioner elevated the case to the Regional Trial Court (RTC) *via* a Notice of Appeal.<sup>20</sup>

### The RTC Ruling

The RTC, in its Decision<sup>21</sup> dated July 9, 2021, affirmed the findings of the MeTC. The decretal portion of said Decision reads:

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<sup>18</sup> *Id.* at 40.

<sup>19</sup> *Id.* at 44.

<sup>20</sup> *Id.* at 46-47.

<sup>21</sup> *Id.* at 50-54; penned by Presiding Judge Kathleen Rosario D. De la Cruz-Espinosa.

**WHEREFORE**, finding no reversible error in the assailed Decision of the court *a quo* dated September 21, 2020, the same is hereby **AFFIRMED** *in toto*.

**SO ORDERED.**<sup>22</sup> (Emphasis in the original)

The RTC ruled that as having entered into a Contract of Lease, spouses Pacheco are estopped from questioning the title of the respondent as the landlord, as provided for under Section 2(b) of Rule 131 of the 2019 Rules of Court. The documentary and testimonial evidence presented by the respondent sufficiently established that spouses Pacheco's right of possession over the subject property was by virtue of a contract voluntarily entered and executed by the parties involved. Therefore, spouses Pacheco's possession over the property became illegal upon the default in the payment of rentals and receipt of the demand to pay and vacate the same. Spouses Pacheco failed to pay the agreed monthly rentals for the use of the subject property starting April 1, 2017. Several demand letters to pay and vacate were sent to spouses Pacheco, the most recent was that dated February 11, 2019. While spouses Pacheco denied receipt of the said letter, said denial cannot outweigh the positive and categorical testimony as well as the affidavit of service executed by respondent's counsel. Spouses Pacheco's continued occupation and possession of the subject property became illegal and unlawful which gave rise to an action for unlawful detainer.<sup>23</sup>

Petitioner elevated the case before the CA *via* a Petition for *Certiorari*.

### **The Ruling of the CA**

In a Resolution<sup>24</sup> dated July 26, 2022, the CA dismissed petition outright. Relevant portion of the *Resolution* provides:

The Court NOTES that the Petition for *Certiorari* assails a Decision of the RTC in the exercise of the latter's appellate jurisdiction. Thus, the proper remedy should be an appeal under Rule 42 of the Rules of Court. Given these, the availability of appeal renders the present resort to *certiorari* improper even if the petitioner ascribes grave abuse of discretion (G.R. No. 183869, 03 August 2015). Further, even [i]f the Court were to treat the present action as an appeal, the same should still be dismissed; the RTC's Decision, having been received by petitioner's counsel on 28 April 2022, had already become final.

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<sup>22</sup> *Id.* at 54.

<sup>23</sup> *Id.* at 53-54.

<sup>24</sup> *Id.* at 76.

In addition, the Petition lacks a Verification for the Petition and a Certification against Forum Shopping. The Court OBSERVES that the Verification attached to the Petition refers to a Motion and is unaccompanied by the Certificate previously mentioned. The Court NOTES that the petitioner also failed to attach certain relevant documents, i.e., the pleadings filed before the M[etro]TC.

Consequently, for the above reasons, the Court DISMISSES the Petition OUTRIGHT (Sec. 3 and 5, Rule 46).<sup>25</sup>

The subsequently filed Motion for Reconsideration<sup>26</sup> was also denied in the Resolution<sup>27</sup> dated May 8, 2023.

Undeterred, the petitioner brought the case before this Court *via* a Petition for Review on *Certiorari*<sup>28</sup> under Rule 45 of the Revised Rules of Procedure.

### Issue

The core issue for resolution is whether or not the CA committed reversible error in dismissing the Petition for *Certiorari* filed by the petitioner.<sup>29</sup>

### The Ruling of the Court

The Court finds no reversible error when the CA dismissed the petition outright for being the wrong remedy and because the petition suffers from several procedural infirmities.

Petitioner averred that her failure to attach a verification and a certificate against forum shopping in the petition she filed with the CA was merely due to inadvertence. She pleaded for liberal application of the rules claiming that her subsequent submissions of the verification and a certification against forum shopping, including all required documents, constituted substantial compliance with the rules.<sup>30</sup>

The Court is not convinced.

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<sup>25</sup> *Id.*

<sup>26</sup> *Id.* at 78–86.

<sup>27</sup> *Id.* at 24–27.

<sup>28</sup> *Id.* at 3–23.

<sup>29</sup> *Id.* at 11.

<sup>30</sup> *Id.* at 13.

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In *Quitlig v. Quitlig*,<sup>31</sup> the Court reiterated the following guidelines as well as exceptions with respect to noncompliance with the requirements on, or submission of a defective, verification and certification against forum shopping, viz.:

- 1) A distinction must be made between non-compliance with the requirement on or submission of defective verification, and non-compliance with the requirement on or submission of defective certification against forum shopping.
- 2) As to verification, non-compliance therewith or a defect therein does not necessarily render the pleading fatally defective. The court may order its submission or correction or act on the pleading if the attending circumstances are such that strict compliance with the Rule may be dispensed with in order that the ends of justice may be served thereby.
- 3) Verification is deemed *substantially complied* with when one who has ample knowledge to swear to the truth of the allegations in the complaint or petition signs the verification, and when matters alleged in the petition have been made in good faith or are true and correct.
- 4) As to certification against forum shopping, non-compliance therewith or a defect therein, unlike in verification, is generally not curable by its subsequent submission or correction thereof, unless there is a need to relax the Rule on the ground of "substantial compliance" or presence of "special circumstances or compelling reasons."
- 5) The certification against forum shopping must be signed by all the plaintiffs or petitioners in a case; otherwise, those who did not sign will be dropped as parties to the case. Under reasonable or justifiable circumstances, however, as when all the plaintiffs or petitioners share a common interest and invoke a common cause of action or defense, the signature of only one of them in the certification against forum shopping substantially complies with the Rule.
- 6) Finally, the certification against forum shopping must be executed by the party-pleader, not by his counsel. If, however, for reasonable or justifiable reasons, the party-pleader is unable to sign, he must execute a Special Power of Attorney designating his counsel of record to sign on his behalf.<sup>32</sup> (Underlining and italics in the original, citation omitted)

Applying these guidelines here, the dismissal of the CA petition was warranted. A review of the alleged subsequent correction and submission by the petitioner shows that the same was still inadequate. As observed by the CA, the verification and a certificate against forum shopping lack attestation. In addition, petitioner merely submitted the first page of her Position Paper

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<sup>31</sup> G.R. No. 207958, August 4, 2021 [Per J. Gaerlan, Second Division].

<sup>32</sup> *Id.*

and nothing more.<sup>33</sup> Evidently, the averred subsequent submission made by petitioner is far from substantial.

It is stressed that the right to appeal is neither a natural right nor is it a component of due process. It is a mere statutory privilege, and may be exercised only in the manner and in accordance with the law and rules.<sup>34</sup>

It has been repeatedly emphasized that the rules of procedure should be treated with utmost respect and due regard since they are designed to facilitate the adjudication of cases to remedy the worsening problem of delay in the resolution of rival claims and in the administration of justice.<sup>35</sup> Procedural rules must be faithfully complied with and should not be discarded with the mere expediency of claiming substantial merit.<sup>36</sup> The relaxation or suspension of procedural rules or the exemption of a case from their operation is warranted only by compelling reasons or when the purpose of justice requires it.<sup>37</sup> No compelling or justifiable reason was offered by the petitioner in this case.

Petitioner also argues that Rule 42 of the Rules of Court is no longer a remedy available because the judgment of the RTC on appeal has already become final, executory, and unappealable under the Rules on Expedited Procedures in the First Level Court or A.M. No. 08-8-7-SC.<sup>38</sup>

The argument fails to persuade.

When the RTC issued its July 9, 2021 Decision affirming the findings and conclusions of the MeTC in its September 21, 2020 Decision, it did so in the exercise of its appellate jurisdiction. It is elementary that all appeals from judgments rendered by the RTC in the exercise of its appellate jurisdiction, regardless of whether the appellant raises questions of fact, questions of law, or mixed questions of fact and law, shall be brought to the CA by filing a petition for review under Rule 42.<sup>39</sup> It is evident that the petitioner availed of the wrong mode or remedy when they sought recourse by way of a Petition for *Certiorari* under Rule 65.

A petition for *certiorari* under Rule 65 is an original action, independent from the principal action, and not a part or a continuation of the

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<sup>33</sup> *Rollo*, pp. 26–27.

<sup>34</sup> *Brual v. Contreras*, G.R. No. 205451, March 7, 2022 [Per J. Hernando, Second Division].

<sup>35</sup> *Asia United Bank v. Goodland Co., Inc.*, 650 Phil. 174, 184 (2010) [Per J. Nachura, Second Division].

<sup>36</sup> *Bolos v. Bolos*, 648 Phil. 630, 638 (2010) [Per J. Mendoza, Second Division].

<sup>37</sup> *Asia United Bank v. Goodland Co., Inc.*, 650 Phil. 174, 183 (2010) [Per J. Nachura, Second Division].

<sup>38</sup> *Rollo*, p. 12.

<sup>39</sup> *Rodis v. Court of Appeals*, G.R. No. 215010, July 29, 2020.

trial which resulted in the rendition of the judgment complained of. It is intended for the correction of errors of jurisdiction only or grave abuse of discretion amounting to lack or excess of jurisdiction. Its principal office is only to keep the inferior court within the parameters of its jurisdiction or to prevent it from committing such a grave abuse of discretion amounting to lack or excess of jurisdiction.<sup>40</sup>

The remedy of *certiorari* may only be resorted to in the absence of appeal or any plain, speedy, and adequate remedy in the ordinary course of law. Thus, as a rule, *certiorari* cannot be made as a substitute for a lost appeal.<sup>41</sup>

Clearly, an appeal by way of a petition for review under Rule 42 was available to petitioner. However, they opted to avail of a Petition for *Certiorari* under Rule 65 invoking the Rules on Expedited Procedures in the First Level Court or A.M. No. 08-8-7-SC which, as correctly ruled by the CA, is not applicable. The instant case was filed with the MeTC of Quezon City on April 3, 2019 and was decided by the said court on September 21, 2020. On appeal, the RTC affirmed the MeTC ruling in a Decision dated July 9, 2021 and Order dated March 2, 2022.

Note that A.M. No. 08-8-7-SC took effect on April 11, 2022, and has a prospective application, *viz.*:

#### RULE V EFFECTIVITY

The Rules on Expedited Procedures in the First Level Courts shall take effect on **11 April 2022 and shall prospectively apply only to cases filed from the said date of effectivity.** Those pending cases covered by these Rules, which are currently before the second and first level courts, shall remain with and be decided by those same courts based on the rules applicable at the time those cases were filed. (Emphasis supplied)

The categorical language of Rule V of A.M. No. 08-8-7-SC cannot be any clearer leaving no room for interpretation.

Nevertheless, even if the Court deems it proper to relax the rules and treat the petition for *certiorari* as a petition for review under Rule 42, it remains that the petition was filed out of time.

<sup>40</sup> *Go-Yu v. Yu*, 851 Phil. 213, 221–222 (2019) [Per J. Peralta, Third Division].

<sup>41</sup> *Cornworld Breeding Systems Corp. v. Court of Appeals*, G.R. No. 204075, August 17, 2022 [Per J. Hernando, First Division].

The RTC Decision dated July 9, 2021 and the Order dated March 2, 2022 being assailed before the CA was received by the petitioner's counsel on April 28, 2022.<sup>42</sup> Admittedly, petitioner's counsel only filed with the CA the Petition for *Certiorari* on the 50<sup>th</sup> day from their receipt of the RTC Order dated March 2, 2022 which denied their motion for reconsideration. This is way beyond the 15-day reglementary period for filing a Rule 42 petition.

Undoubtedly, the assailed Decision and Order of the RTC already became final by operation of law.

Judgments or orders become final and executory by operation of law and not by judicial declaration. The finality of a judgment becomes a fact upon the lapse of the reglementary period of appeal if no appeal is perfected or no motion for reconsideration or new trial is filed.<sup>43</sup> The court need not even pronounce the finality of the order as the same becomes final by operation of law.<sup>44</sup>

Indeed, 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.<sup>45</sup>

**ACCORDINGLY**, the Petition for Review on *Certiorari* is **DENIED**. The July 26, 2022 and the May 8, 2023 Resolutions of the Court of Appeals, in CA-G.R. SP No. 173904 are **AFFIRMED**.

**SO ORDERED.**

  
**SAMUEL H. GAERLAN**  
Associate Justice

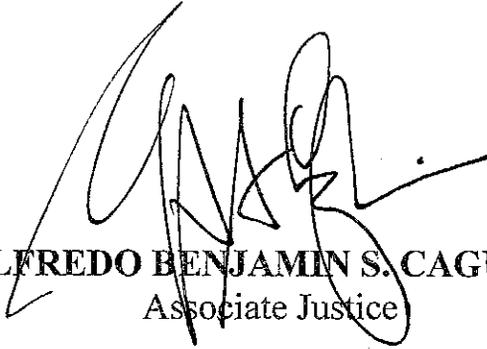
<sup>42</sup> *Rollo*, p. 9.

<sup>43</sup> *Heirs of Reyes v. Director of Lands*, 873 Phil. 468, 477-478 (2020) [Per J. Reyes, Jr., First Division].

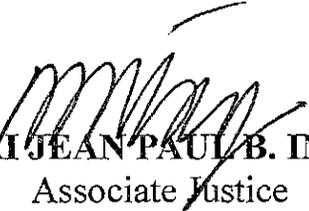
<sup>44</sup> *Mendoza v. Republic*, G.R. No. 241267, November 13, 2019 [Notice, Second Division].

<sup>45</sup> *Star Special Corporate Security Management, Inc. v. Commission on Audit*, 880 Phil. 822, 834 (2020) [Per J. Leonen, *En Banc*].

WE CONCUR:



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice



**HENRI JEAN PAUL B. INTING**  
Associate Justice



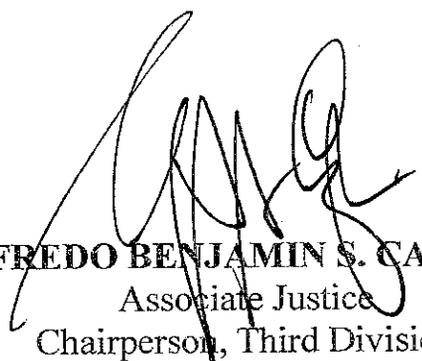
**JAFAR B. DIMAAMPAO**  
Associate Justice



**MARIA FILOMENA D. SINGH**  
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.



**ALFREDO BENJAMIN S. CAGUIOA**  
Associate Justice  
Chairperson, Third Division

## 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.

  
ALEXANDER G. GESMUNDO  
Chief Justice