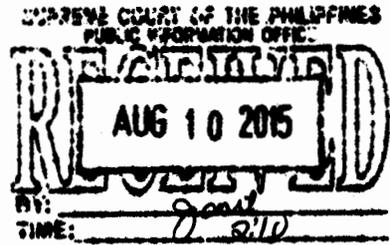




Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE



Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated July 20, 2015 which reads as follows:*

**“G.R. No. 217546 (Richard Benedict So v. Intra Strata Assurance Corporation).** – The petitioner’s motion for an extension of thirty (30) days within which to file a petition for review on certiorari is **GRANTED**, counted from the expiration of the reglementary period.

After a judicious review of the records of this case, the Court resolves to **DENY** the instant petition and **AFFIRM** the July 15, 2014 Decision<sup>1</sup> and March 6, 2015 Resolution<sup>2</sup> of the Court of Appeals (CA) in CA-G.R. CV No. 99467 for failure of petitioner Richard Benedict So (petitioner) to show that the CA committed any reversible error in ordering him to indemnify respondent Intra Strata Assurance Corporation (respondent) for whatever sum the latter pays to Rizal Commercial Banking Corporation.

As correctly pointed out by the CA, the doctrine against contracts of adhesion does not find application here, since petitioner cannot be considered as a weak or disadvantaged party who needs the court’s intervention for his protection. A contract of adhesion is not *per se* inefficacious and it is, in fact, just as binding as ordinary contracts.<sup>3</sup> While it is true that this Court has, on occasion, struck down contracts of adhesion as being assailable, the same is limited to instances where the weaker party is left with no choice by the dominant bargaining party and is reduced to the alternative of taking it or leaving it,<sup>4</sup> which is not the case here.

- over - two (2) pages .....

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<sup>1</sup> *Rollo*, pp. 12-35. Penned by Associate Justice Victoria Isabel A. Paredes with Associate Justices Isaias P. Dicdican and Michael P. Elbinias concurring.

<sup>2</sup> *Id.* at 52-54. Penned by Associate Justice Victoria Isabel A. Paredes with Associate Justices Isaias P. Dicdican and Myra V. Garcia-Fernandez concurring.

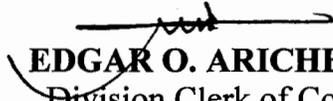
<sup>3</sup> *Pilipino Telephone Corporation v. Tecson*, G.R. No. 156966, May 7, 2004, 428 SCRA 378, 380-381; citations omitted.

<sup>4</sup> *Id.* at 381.

Anent the claim of petitioner that the filing of the third-party complaint was not authorized as the respondent's Secretary's Certificate failed to state the exact date as to when its Board of Directors met and authorized the signatory to the Certificate of Non-Forum Shopping, Atty. Elias C. Garcia, to file the third-party complaint, the same is basically a question of fact which, as a general rule, is beyond the scope of a petition for review on *certiorari* under Rule 45 of the Rules of Court,<sup>5</sup> subject to certain exceptions, which do not obtain in the instant case.

**SO ORDERED.” SERENO, C.J., on official leave; PERALTA, J., acting member per S.O. No. 2103 dated July 13, 2015. LEONARDO-DE CASTRO, J., on official leave; LEONEN, J., acting member per S.O. No. 2108 dated July 13, 2015.**

Very truly yours,

  
**EDGAR O. ARICHETA**  
Division Clerk of Court  
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The Hon. Presiding Judge  
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(Civil Case No. 01-1004)

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<sup>5</sup> See *Estate of Pastor M. Samson v. Spouses Susano*, 664 Phil. 590, 611 (2011); citations omitted.

