# **DSWD** pays tribute to solo parents

MANILA – The Department of Social Welfare and Development (DSWD) is set to hold a two-day trade bazaar for entrepreneur solo parents on April 18 and 19 to pay tribute to all of their sacrifices and determination in providing the best for their children and other dependents.

In a news release Wednesday, DSWD spokesperson Irene Dumlao said the trade bazaar will be held at the DSWD Central Office in Quezon City along with a general assembly for solo parent employees on Thursday to celebrate the Solo Parents Week. Dumlao, assistant secretary for Disaster Response Management Group, said the depart-

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Voter registrants for 2025 midterm polls top

SEE PAGE 2

2M

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Cavite

# Monday Times

crusading militant truthful

APRIL 22-28,, 2024 RE-ENTERED AS SECOND CLASS MAIL NO. 2011-37 AT BACOOR POST OFFICE, CAVITE DATED MARCH 31, 2011 VOL 22 NO. 34 P15.00

# Cavite bolsters vaccination against pertussis

CALAMBA CITY, Laguna (PIA) – The Cavite Provincial Health Office (PHO) heightens its response against the highly infectious Pertussis by targeting unvaccinated individuals, particularly infants in their Outbreak Immunization Response (ORI) program.

The ORI program is in addition to their ongoing routine immunization against pertussis, following the declaration of a state of calamity in the province due to the increase in confirmed and suspected cases of the disease in Cavite from January to April 2024.

Based on the data presented by Ralph Laurence Figueroa, the health education and promotion officer-designate of Cavite PHO, there are 17 cases of pertussis recorded throughout 2023. By the first quarter of 2024, cases had significantly increased to 36 diagnosed and suspected patients, resulting in 6 deaths during the said period.

"From January 2024 to March 25, 2024, we recorded a total of 36 cases. The number of cases increased significantly at around a 3,500% increase in cases. Aside from that, there

were six deaths recorded during that period," Figueroa stated.

While pertussis can infect anyone, the Cavite PHO primarily focuses on vaccinating infants and children, as they are deemed the most vulnerable to the respiratory disease.

As of March 30, 2024, individuals infected by the highly contagious disease in the province range from 1 day old to 26 years old.

Figueroa explained: "We are currently prioritizing unvaccinated or under-vaccinated children, particularly those who haven't completed their primary dose. We cannot deny that we still have shortages of vaccines against pertussis at the moment, which is why we prioritize those unvaccinated

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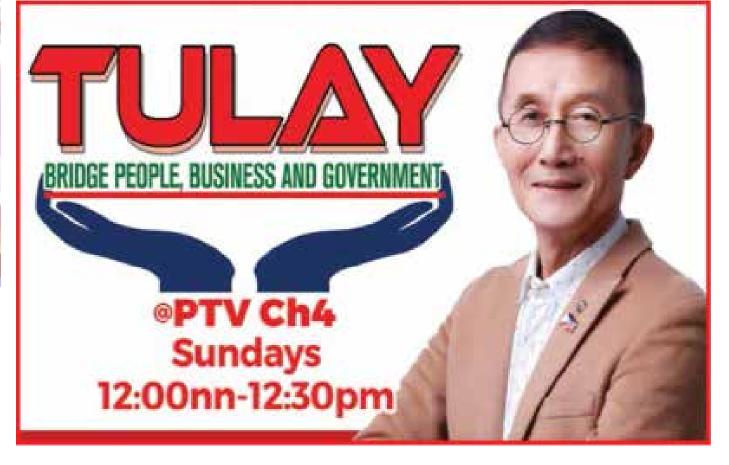




# □□RUN WITH LOVE, RUNWITH PRIDE!□□□

Registration for the RUNRIO Pride Run 2024 is officially open! Join us on June 22 at the SM Mall of Asia Complex as we run and dance for a brighter and more colorful tomorrow.  $\Box$   $\Box$ 

Exciting surprises await you on race day so sign-up now at https://bit.ly/runriopriderun2024.



# **DSWD** pays tribute to solo parents..from page I



ment is one with the nation in recognizing the dedication, hard work, and sacrifices of solo parents.

"Solo parents, despite being part of the vulnerable sector, are considered icons of love, bravery, and strength in our society. They have shown courage in fulfilling the very challenging responsibility of raising their children alone. Hence, it is crucial that we continue to support them with necessary interventions to help them cope with the difficulties of parenthood," Dumlao said.

The Solo Parents Week is celebrated every April 15 to 21 of the year.

This year's celebration banners the theme "Solo Parent na Rehistrado, sa Gobyerno Tiyak na Protektado!", which aims to encourage solo parents to register in their respective local government units (LGUs) for them to avail of the benefits and incentives for solo parents.

Republic Act 11861 or the Expanded Solo Parents Welfare Act declares the 3rd week as well as the 3rd Saturday of April as "Solo Parents Week" and "National Solo Parents

light the role and significance of every solo parent in the Philippines.

Under the law, the benefits provided to solo parents include monthly subsidy and PhilHealth coverage for minimum wage earners; discounts on baby's milk, diapers, medicines, vaccines for their children under 6 years old and 7 days of paid parental leave regardless of work status.

"The DSWD is also pilottesting the Strengthening Opportunities for Lone Parents or Program SOLo. This introduces innovations on psychosocial interventions to ensure emotional support, alternative care arrangements for solo parents and their children/dependents," Dumalo said.

DSWD is the lead agency of the solo parents' Inter-Agency Coordinating and Monitoring Committee (IACMC).

The DSWD, Dumlao said, is committed to overseeing the effective implementation of the law in line with the directive of President Ferdinand R. Marcos Jr. to secure the welfare of solo parents and to ensure that they and other vulnerable sectors are not left behind in development. (PNA)

Republic of the Philippines Fourth Judicial Region Regional Trial Court Of Cavite Office of the Clerk of Court & Ex-Officio Sheriff New Justice Hall, J.P. Rizal Avenue, Kaybagal South, Tagaytay City

EJF NO. TG-23-149 FOR: Extra-Judicial Foreclosure of Real Estate Mortgage under Act No. 3135, as amended

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund), Mortgagee,

JAIME Z. CIRON, Mortgagor.

### NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-judicial foreclosure sale under Act 3135, as Amended by Act No. 4118, filed by Mortgagee, HOME DEVELOPMENT MU-TUAL FUND (otherwise known as Pag-IBIG Fund), a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679, with principal office and place of business at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City, pursuant to the terms and conditions of the Loan and Mortgage Agreement ("MORTGAGE") executed and notarized on April 8, 1999 by Mortgagor, JAIME Z. CIRON, single, of legal age, Filipino citizen, with residence and postal addresses at (1) P-25-08 9th Street, Villamor Air Base, Pasay City and (2) Lot 33, Block 2, Rancho Imperial De Silang, Brgy. Tartaria, Silang, Cavite, in favor of the Petitioner/Mortgagee, over a real estate property including improvements thereon, described in and covered by TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A of the Registry of Deeds for Tagaytay City, in order to satisfy the outstanding loan obligation of the Mortgagors/Borrowers in the amount of TWO HUNDRED FORTY-FOUR THOUSAND NINE HUNDRED EIGHTY-THREE PESOS AND 72/100 (Php244,983.72) inclusive of interest and other charges, as of August 15, 2023, the undersigned Clerk of Court & Ex- Officio Sheriff of the Regional Trial Court of Cavite thru her deputy, Alex E. Martinez, will sell at public auction on MAY 30, 2024 at 10:00 o'clock in the morning or soon thereafter, at the New Hall of Justice of Tagaytay City, to the highest bidder, for Cash or Manager's Check and in Philippine Currency, the following property with all its improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A Registry of Deeds for the Province of Cavite

"IT IS HEREBY CERTIFIED that certain land situated in the Mun. of Silang, Prov. of Cavite bounded and describes as follows:

A parcel of land (Lot 33, Blk. 2 of the cons. subd. plan Pcs-04-014042, being a portion of cons. of Lot 8036, Cad-452-D, Silang Cad.; and Reserved Area of Pcs-04-012899, LRC Rec. No. ), sit. in the Brgy. Tartaria, Mun. of Silang, Prov. of Cavite. Bounded on the SW., along line 1-2 by Lot 31, Blk. 2; on the NW., along line 2-3 by Rd. Lot 1; on the NE., along line 3-4 by Lot 35; on the SE., along line 4-1 by Lot 34, both of Blk. 2, all of the cons. subd. plan. Beginning at a pt. marked "1" on plan, being S. 67 deg. 39'E., 5134.54 m. from BLLM No. 1, Cad-456-D, Silang Cad.; thence N. 23 deg. 45'W., 11.07 m. to pt. 2; thence N. 66 deg. 15'E., 4.50 m. to pt. 3; thence S. 23 deg. 45'E., 10.93 m. to pt. 4; thence S. 64 deg. 26'W., 4.50 m. to the pt. of beginning, containing an area of FORTY NINE SQ. M. & FIFTY SQ. DEC. (49.50) SQ. METERS. All pts. referred to are indicated on the plan and are marked on the ground by PS cyl. conc. mons. 15x60 cm.; bearings true; date of orig. survey and that of the cons. subd. survey June 1-3, 1998 and was approved on Aug. 21, 1998.

is registered in accordance with the provisions of the Property Registration Decree in the name of\* JAIME Z. CIRON, single, of legal

In the event the public auction should not take place on the said date, it shall be held on JUNE 6, 2024, without further notice.

Prospective bidders or buyers are hereby enjoined to investigate and verify for themselves the TRANSFER CERTIFICATE OF TITLE NO. (T-847104) 22675-A the encumbrances thereon, if any there be.

All sealed bids must be submitted to the undersigned on the above stated time and date.

Tagaytay City, Philippines, April 11, 2024.

ATTY, VARBRA ANN A. VARIAS-DIMAYUGA Clerk of Court VI & Ex-Officio Sheriff

ALEX E. MARTINEZ Sheriff-In-Charge

WARNING:

IT IS ABSOLUTELY PROHIBITED TO REMOVE, DEFACE OR DE-STROY THIS NOTICE OF SHERIFF'S SALE ON OR BEFORE THE DATE OF THE AUCTION SALE UNDER THE PENALTY OF LAW

Publication was awarded to: CAVITE MONDAY TIMES Date of Publication: April 22, 29 & May 6, 2024

Copy Furnished:

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund) Mortgagee

The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City MARIA VICTORIA D. CAPIRAL C/O PAULINO E. CASES, JR. Attorney-in-Fact of the Mortgagee CASES COLLECTION MANAGEMENT, INC.,

6th Floor JELP Business Solutions Building, 409 Addition Hills, Shaw Boulevard, Mandaluyong City

**JAIME Z. CIRON** Mortgagor

(1) P-25-08 9th Street, Villamor Air Base, Pasay City (2) Lot 33, Block 2, Rancho Imperial De Silang, Brgy. Tartaria, Silang, Cavite

REPUBLIC OF THE PHILIPPINES FOURTH JUDICIAL REGION REGIONAL TRIAL COURT OFFICE OF THE CLERK OF COURT TRECE MARTIRES CITY

FORECLOSURE CASE NO. F-1455-23

HOME DEVELOPMENT MUTUAL FUND, Mortgagee,

-versus-

SAMUEL V. VERCELES is represented by his ATTORNEY-IN-FACT, TRISHA MAE A. MANGOSONG, Mortgagor/s.

### NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-Judicial Petition for Sale under Act 3135, as amended by Act. 4118, filed by Mortgagee, HOME DEVELOPMENT MUTUAL FUND, with business address at The Petron Mega Plaza Building, No. 358 Sen Gil Puyat Ave. Makati City against the Mortgagor, SAMUEL V. VERCELES is herein represented by TRISHA MAE A. MANGOSONG as his ATTORNEY-IN-FACT with residence and postal address at 647 Bangkal St., Amparo Subd., Brgy. 179, Zone 16, District 1, Caloocan City and Lot 33, Phase 4, Wellington Tanza Residences, Tres Cruses, Tanza, Cavite to satisfy the mortgage indebtedness as of 27 October 2023 amounts to EIGHT HUNDRED TWENTY THOUSAND NINE HUNDRED TWENTY ONE PESOS & 73/100 (P820,921.73), Philippine Currency, including interest, penalties, and other charges as of said date but exclusive of all the other expenses incidental to this foreclosure and sale, the undersigned Sheriff will sell at public auction on 18 APRIL 2024 10:00 o'clock in the morning at the main entrance of the Government Center Bldg. located at the Provincial Capitol Compound, Trece Martires City, to the highest bidder of CASH and in Philippine Currency, the following described property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. 057-2021022801

LOT NO: 33 PLAN NO: PCS-04-031710

PORTION OF: PCS-04-028445 LRC RECORD NO. 6832 AND 8843

LOCATION: BARANGAY TRES CRUSES, CITY OF TANZA PROV-INCE OF CAVITE, ISLAND OF LUZON.

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT(S)	
1-2	SW	LOT 64,	PCS-04-031710
2-3	NW	LOT 32,	PCS-04-031710
3-4	NE	LOT 55,	PCS-04-031710
4-1	SE	LOT 34,	PCS-04-031710

AREA: FORTY (40.48) SQUARE METERS AND FORTY EIGHT DECIMETERS. MORE OR LESS

All sealed bids must be submitted to the undersigned on the abovestated time and date.

In the event the public auction should not take place on the said date and time, it shall be held on 02 MAY 2024 without further notice.

Prospective bidders/buyers are hereby enjoined to investigate for themselves the title to the said property and encumbrances thereon, if any there be.

Trece Martires City, 05 March 2024.

ANDRES B. ESPINA Sheriff IV

Copy Furnished:

Copy Furnished:

Home Development and Mutual Fund c/o ATTY. MICHAEL YANCY P. YNGSON Attorney-in-Fact, RECEIVERS AND LIQUIDATORS INC. Unit C, 10th Floor, Strata 2000 Bldg., F. Ortigas Jr. Rd., Ortigas Center, Pasig City

SAMUEL, V. VERCELES and TRISHA MAE A. MANGOSONG as his ATTORNEY-IN-FACT 647 Bangkal St., Amparo Subd., Brgy. 179, Zone 16. District I, Caloocan City / Lot 33, Phase 4, Wellington Tanza Residences, Tres Cruses, Tanza, Cavite

Publication: CAVITE MONDAY TIMES Dates: March 11, 18, 25, 2024

WARNING: IT IS ABSOLUTELY PROHIBITED TO REMOVE DE-FACE, OR DESTROY THIS NOTICE OF EXTRA-JUDICIAL SALE ON OR BEFORE THE DATE OF SALE.





JULIETA C. LACZA Managing Editor LARRY E. LONTOC Cartoonist

COMMERCIAL ADS : P200/COLUMN CM LEGAL NOTICES :P160.00/COLUMN CM

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# SOURCE: DOST-PAGASA FORECAST STATION 16 APR 17 APR 18 APR Tayabas City, Quezon 37 39 39 Sangley Point, Cavite 42 43 43 Tanauan, Batangas 44 44 43 Tanay, Rizal (Radar) 32 32 32 Infanta, Quezon 38 38 37 Alabat, Quezon 36 37 36 Mulanay, Quezon 38 38 37 Alabat, Quezon 38 38 37 Alabat Quezon 38 38 38 37 Service Alabatic Architecture and extry could food to heat company and heat exchange activity could food to heat company and heat exchange activity could food to heat company and heat exchange activity could food to heat company and heat exchange activity could food to heat company and heat exchange activity could food to heat company and heat exchange activity could food to heat company activity activit

# **ANG INIT**

Nananatiling mataas ang heat index o ang nararamdamang init ngayong araw sa malaking bahagi ng CALABARZON, batay sa tala ng DOST-PAGASA.

Sa forecast ng ahensya, mainit at maalinsangang panahon ang nararamdaman sa Tanauan, Batangas na aabot sa 44°C at 43°C naman sa Sangley Point, Cavite.

Ayon sa DOST-PAGASA, delikado ang napaka-init na panahon sa katawan ng tao na maaaring magdulot ng heat cramps, heat exhaustion, at heat stroke.

Kung maaari, iwasan ang mga outdoor activities o ang labis na paglalagi sa labas ng bahay o opisina mula alas-10 ng umaga hanggang alas-4 ng hapon.

#LagingHandaCalabarzon #BagongPilipinas

# Cavite bolsters vaccination against pertussis..from page I

or under-vaccinated children."

cine delivery, and other supplies needed by the province.

Recently, the Noveleta Health Team in Cavite conducted a house-to-house vaccination as part of their Outbreak Response Immunization (ORI) for children aged six (6) weeks old to 2 years old to strengthen their health defense. (Noveleta Health Office/FB)

Children ages 1 and a half months old, 2 and a half months old, and 3 and a half months old need to be administered with the Pentavalent vaccine. The vaccine requires three doses and should be completed within a 4-week interval between doses to protect against pertussis.

In general, the provincial government of Cavite maintains close coordination with other frontline government agencies, including the Department of Health for the timely reporting of cases, the status of vac-

Along with getting vaccinated to boost defenses against pertussis, the public is encouraged to wear masks if experiencing a cold or cough, consume nutritious food, and ensure adequate sleep or rest.

As of April 6, 2024, despite continuous measures to control the contagious disease, the DOH-Regional Epidemiology and Surveillance Unit has reported 59 confirmed and suspected pertussis cases in Cavite, with 8 fatalities due to the disease. (CO/PIA-4A)

Sulong Calabarzon is a weekly public affairs program hosted by the Philippine Information Agency Calabarzon, streaming live every Thursday, 2:00 PM via the Philippine Information Agency Calabarzon Facebook page.



# Comelec: Voter registrants for 2025 midterm polls top 2M

MANILA – More than two million Filipinos have applied to become registered voters for the May 2025 midterm elections, the Commission on Elections (Comelec) reported on Wednesday.

Based on the poll body's latest data, it has already processed 2,082,744 voter applications from Feb. 12 to April 16.

The region that has the most number of applicants is Calabarzon with 386,256, of the number 200,525 are females and 195,731 are males.

It is followed by the National Capital Region with 312,865 (170,607 females and 142,258 males).

Completing the top five regions are Central Luzon with 243,583 (124,866 females and 118,717 males); Central Visayas with 151,880 (76,745 females and 75,235 males); and Davao Region with 109,501 (55,189 females and 54,312 males).

The areas that recorded the lowest number of registrants are the Cordillera Administrative Region with 24,390 (13,042 females and 11,348



VOTER SIGN-UP. Voter applicants in the special Register Anywhere Program of the Commission on Elections inside the MILF's Camp Darapanan in Sultan Kudarat, Maguindanao del Norte on Monday (April 15, 2024). The poll body has received over two million voter applications, more than two months since the start of the sign-up period for the 2025 midterm polls last Feb. 12. (PNA photo by Ferdinand Patinio)

males); Mimaropa with 51,485 (26,277 females and 25,208 males); and Caraga with 56,512 (44,254 females and 41,382 males).

The Comelec is projecting some three million new voters during the seven-month registration period which runs until Sept. 30.

Meanwhile, the poll body

also reported that over 2,000 individuals have submitted voter applications during the two-day Special Register Anywhere Program and Satellite Registration activities held at Moro Islamic Liberation Front (MILF) camps in Maguindanao del Norte.

The voter registration activities were held at Camp Dabody in these rapanan in Sultan Kudarat holds. (PNA)

town and at Camp Abubakar in Barira town on April 15 and

A total of 1,636 applicants signed up at Camp Darapanan while 695 individuals signed up at Camp Abubakar.

This is the first voter registration activity held by the poll body in these MILF strongholds (PNA)

# Online sellers, customers warned vs. 'middleman scam'

MANILA – The Philippine National Police (PNP) warned netizens to be cautious in transacting online amid the emergence of a new scam.

In a statement Wednesday, PNP Anti-Cybercrime Group (ACG) Director Sidney Hernia said the "middleman scam" involves bogus sellers who post items on social media platforms, such as Facebook Marketplace, and use transaction receipts of buyers in dealing with the real sellers.

He said in this scam, an individual or group positions themselves as an intermediary between two parties in a transaction, but instead exploits the trust of both parties to defraud them and disappears after receiving the payment or the items.

Hernia said the scam was the subject of the ACG's April 6 operation in Sampaloc, Manila, which resulted in the arrest of a suspect only identified as "Juan," who posed as a legitimate seller of modems.

The operation stemmed from the complaint of a victim who bought 10 modem units from the suspect. The suspect then asked the victim for payment and a transaction receipt.

"The transaction receipt that the victim sent was used by the suspect to avail of 10 units of modem to the real seller. The delivery was processed but was later canceled when the real seller didn't receive the payment," Hernia said.

He said the victim and the real seller then realized they became victims of a middleman scam.

The suspect is now facing a case of violation of Article 315 (Estafa/Swindling) of the Revised Penal Code in relation to Section 6 of RA 10175 (Cybercrime Prevention Act of 2012).

Hernia, meanwhile, reminded netizens to always verify the sellers or buyers by checking their profile, reviews, and ratings on the platform, if available

"It is also important to use secure payment methods that offer buyer or seller protection. Communicate directly through the official contact information and avoid dealing with intermediaries or third parties who claim to facilitate the transaction," he said. (PNA)

Peace is the result of re-training your mind to process life as it is rather than you think it should be

# 600K plastic cards enough to fill driver's license backlog – DOTr



DELIVERED. Land Transportation Office chief, Assistant Secretary Vigor Mendoza II, holds a handful of unprinted driver's license plastic cards following their delivery to the LTO on Monday (April 15, 2024). Transportation Secretary Jaime Bautista said the delivery is enough to fill the backlog of driver's licenses accumulated since last year. (PNA photo by Joan Bondoc)

MANILA – The recent delivery of 600,000 plastic cards to the Land Transportation Office (LTO) is enough to fill the backlog for driver's licenses from the previous year, Department of Transportation (DOTr) Secretary Jaime Bautista said.

"Meron pa tayo nung additional na 1 million na nai-deliver sa LTO noong nakaraan (This is on top of the additional 1 million cards delivered to the LTO previously)," he said in a turnover ceremony at the LTO headquarters in Quezon City on Tuesday.

By May, Bautista said at least 2.2 million more cards will be delivered to the LTO for distribution to its various district and satellite offices.

"Now that the writ is lifted, we can now proceed with the issuance of license cards for new DL (driver's license) applicants and those who will renew," he said.

Earlier, LTO chief Assistant Secretary Vigor Mendoza II said the recent delivery would ensure the continuity of the schedule of renewal of driver's licenses issued in March.

On March 25, the first 1 million plastic cards were delivered to the LTO after the Court of Appeals lifted the injunction order on the delivery of remaining undelivered plastic cards from Banner Plasticard procured last year. (PNA)

Republic of the Philippines Fourth Judicial Region REGIONAL TRIAL COURT Branch 16, CAVITE CITY rtc2cav016@judiciary.gov.ph Tel. No. (046) 230-8931

Civil Case No. N-9351

For: Annulment of Sale and Dam-

Roldan R. Abanilla, Et Al., herein collectively known as "concerned Philips Employees", Plaintiffs,

Seijin Na Woo, Inc., Susan P. Dahinog, Socorro B. Cataulin and Rogelio Robles, Defendants.

For: Cross Claim and Damages

Sejin Nawoo, Inc, Defendant. -versus-Susan P. Dahinog, Socorro B. Cataulin

and Rogelio Robles, Defendants.

SUMMONS (by Publication)

Socorro B. Cataulin and Rogelio C. Robles
No. 321 San Juan I, Gen. Trias City,
Cavite

Greetings: WHEREAS, on November 19, 2021, plaintiffs Roldan R. Abanilla, and forty-one (41) others, herein collectively known as "concerned Philips Employees", filed a Complaint for Annulment of Sale and Damages, which reads as follows:

"Plaintiffs, collectively known as "CONCERNED PHILIPS EMPLOY-EES, through counsel, respectfully states:

NATURE OF THE COMPLAINT This is a case for the annulment of

Deed of Absolute Sale dated May 8. 2019 covering the sale of buildings and manufacturing facilities of Philips Export Industries, Inc., covered by Tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite by virtue of Sheriff's Certificate of Sale/Award dated November 15, 2016 of the Labor Arbiter of San Pablo City, Laguna, which results from the favorable judgment of Philips employees in NLRC-RAB-IV-09-1619-02 and NLRC-RAB-IV-

11-16441-02-C. The sale should be declared null and void on the grounds that: the seller has no authority to sell the said property; the consideration in the Deed of Sale is simulated; the the Deed of Sale is void since the notary public who notarized the Deed of Sale is not a duly commissioned Notary Public and is not a member of the bar. PARTIES

PARTIES

1. Plaintiffs, herein collectively known as "CONCERNED PHILIPS EMPLOYEES", are of legal ages, Filipinos, and for purposes of these proceedings, may be served with notices and other court processes through counsel, the PACALDO & BELLEZA LAW OFFICES, with address at 200D Plaza Soledad address at 200D Plaza Soledad. Samonte Park, San Roque, Cavite City, Philippines.
2. Plaintiffs CONCERNED PHILIPS

EMPLOYEES are indigent persons duly evidenced by the Certificate of Indigency issued by their respective City/Municipal Social Welfare and Development Office. (Copies of the certificates of indigency are hereto attached as ANNEXES "A" to "PP", inclusive.) Also attached herewith as ANNEX "QQ" is the plaintiffs' consolidated Affidavit of Indigency to attest to the fact that they are all indigent? indigent )

3. As such, the plaintiffs have no means to pay the filing fee and court expenses of the instant civil com-

Plaintiffs CONCERNED PHILIPS EMPLOYEES hereby respectfully able Court that they be allowed to litigate as pauper litigants as provided by Section 21, Rule 3 of the Rules of Court.

"Sec. 21. Indigent party. - A party may be authorized to litigate his ac-tion, claim or defense as an indigent if the court, upon an ex parte application and hearing, is satisfied that the party is one who has no money or property sufficient and available for food, shelter and basic necessi-ties for himself and his family. "Such authority shall include an

exemption from payment of docket and other lawful fees, and of transcripts of stenographic notes which court may order to be furnished . The amount of the docket and other lawful fees which the indigent was exempted from paying shall be a lien on any judgment rendered in the case favorable to the indigent, unless the court otherwise provides
5. Defendant SEJIN NA WOO INC. (herein after referred to as defendant "SEJIN"), is a corporation or-ganized and existing under the laws of the Republic of the Philippines with business address at Lot 9-13, Block 1, Phase 2, Main Avenue, Cavite Economic Zone, Rosario, Cavite, Philippines, represented by its President BYUNGSEON KU, of legal age, Korean citizen, where he

may be served with summons and other court processes.
6. Defendants SUSAN P. DA-HINOG, SOCORRO B. CATAULIN, and ROGELIO C. ROBLES, (hereinafter referred to as defendant "DA-HINOG, et al.") are likewise of legal age, Filipinos and may be served with summons and other court processes c/o SUSAN P. DAHINOG with address at #321 San Juan 1, City of General Trias, Cavite;

7. Defendant PROVINCIAL ASSESSOR'S OFFICE OF THE PROVINCE OF CAVITE is being sued as

nominal party being the government agency which is the repository of tax declaration and records of documents affecting appraisal and assessment of real properties and tasked with the recording, registration and annotation of conveyances affecting the same for taxation purposes within the province. It may be served with summons, notices and other court processes of this Cavite Capitol Compound, Trece Martires City.

8. Defendant MUNICIPAL ASSESSOR'S OFFICE OF ROSARIO is being sued as nominal party being the govern-ment agency of the local government of Rosario which is also the repository of tax declaration and records of docu ments affecting appraisal and assess ment of real properties and tasked with the recording, registration and an-notation of conveyances affecting the same for taxation purposes within their local jurisdiction. It may be served with summons, notices and other court pro-cesses of this Rosario Municipal Hall, Poblacion, Rosario, Cavite.

ALLEGATIONS COMMON TO ALL

ALLEGATIONS COMMON TO ALL
CAUSES OF ACTION
9. Philips Export Industries, Inc. (hereinafter, "PHILIPS"), is a manufacturing company which operated at Cavite
Economic Zone, Rosario, Cavite, Philippines. It employed the more or less one thousand (1,000) employees including the herein plaintiffs CONCERNED PHILIP EMPLOYEES and the DEFENDANTS DAHINOG, ET AL. The said company ceased its operations sometime in December 2000 time in December 2000.

Consequently, the dismissed employees including plaintiffs CON-CERNED PHILIPS EMPLOYEES and the defendants DAHINOG, ET AL filed a labor case before the National Labor Relations Commission for illegal dismissal, money claims and damages which was docketed as NLRC Case No. RAB IV-9-16169- 02-C. The trial of the said labor case ensued and a favorable judgment was rendered for the Philips employees. A judgment was rendered declaring the employees (herein plaintiffs and defendants) as illegally dismissed and the company was ordered to pay them their money claims. (Copy of the Decision dated September 29, 2005 is attached as ANNEX "RR" hereof.)

11 Among the assets of the said corporation are buildings and manufacturing facilities of Philips Export Industries, Inc., covered by Tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite. (Copy of the Tax Declaration No. 17-0009- 04863 is attached as AN-

NEX "SS" hereof.)

12. Since the company was not able to satisfy their money claims, the sheriff of the NLRC auctioned the aforesaid properties and was eventually awarded in favor of the employees. (Copy of the Certificate of Sale is attached as AN-

NEX "TT" hereof.)

13. The said certificate of award was annotated on tax Declaration No. 17-0009-04863 of the Provincial Assessor of Cavite for purposes of levy. (See An-

of Cavite for purposes of levy. (See Africa: "UU".)

14. In the course of the said proceedings, plaintiffs CONCERNED PHILIPS EMPLOYESS and defendants DA-HINOG, ET AL., executed a Special Power of Attorney in favor of the latter to subscript them to progress and sell the authorize them to negotiate and sell the aforesaid properties to prospective buyers in order to realize the labor award so that the same will be monetized and the proceeds of the sale to be distributed to the illegally dismissed employees. (Copy of the Special Power of Attorney is attached as ANNEX "VV" hereof.)

15. For several years, the said properties of Philips were being negotiated to different prospective buyers until on December 28, 2018 the defendants DA-HINOG, ET AL. were able to broker a sale of PHILIPS' properties to defendant SEJIN in the amount of One Hundred Ten Million Pesos (Php110,000,000.00). (Copy of the Contract to Sell is attached as ANNEX "WW" hereof.)
16. However, sensing something may be amiss in the prospective sale of the

properties being negotiated by their at-torneys-in-fact, defendants DAHINOG, ET AL., the plaintiffs CONCERNED PHILIPS EMPLOYEES executed a document entitled Revocation/Cancella-tion of Special Power of Attorney dated March 27, 2019 revoking the special power of attorney. (Copy of the Revocation/Cancellation of Special Power of Attorney is attached as ANNEX "XX"

hereof.)
17. Thereafter, on May 8, 2019, defendants DAHINOG, ET AL. executed a Deed of Absolute Sale selling the said properties to defendant SENJIN and undervalued the amount of sale to Php42,000,000.00 contrary to the contract to sell they previously executed indicating a purchase price of Php110,000,000.00. (Copy of the Deed of Absolute Sale is attached as ANNEX " hereof.)

18. The sale was proceeded and was executed notwithstanding the revoca-tion of their authority to sell the same as

mentioned above.

19. Thereafter defendants DAHINOG ET AL., processed the payment of the capital gains tax and other fees before the Bureau of Internal Revenue and was issued Certificate Authorizing Registration. The tax was assessed based on the Php42,000,000.00 appearing in the questionable deed of absolute sale. (Copy of the Certificate Authorizing Registration is attached as ANNEX "ZZ" hereof.)

20. Thereafter defendant SEJIN was 20. Increamer defendant SEJIN was able to register the said properties before the defendant PROVINCIAL ASSESSOR'S OFFICE OF THE PROVINCE OF CAVITE in their name as evidenced by the Tax Declaration No. 17-0009-04974. (Copy of the Tax Declaration No. 17-0009-04974 is attached as ANNEX "AAA" hereof.)
FIRST CAUSE OF ACTION

laintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant hereto and further aver: Defendants authority has already been revoked thus the sale executed by the

defendants is void. 21. It is clear from the foregoing that defendants DAHINOG, ET AL., sold defendants DAHINOG, ET AL., sold the said properties of PHILIPS without the authority and consent from plaintiffs CONCERNED PHILIPS EMPLOYEES considering that their authority to sell the same has already been revoked and withdrawn. In this case, their said spe-

cial power of attorney was revoked on March 27, 2019 and yet the defendants DAHINOG, ET AL., still proceeded with the sale of the said properties on May 8, 2018 as evidenced by the deed of absolute sale aforementioned.

22. Under Article 1919 of the Civil Code of the Philippines, an agency may be extinguished by its revocation. Meanwhile, Article 2020 of the said law states that the principal may revoke the agency at will and compel the agent to return the document evidencing the agency.

23. In the said revocation of the plaintiffs CONCERNED PHILIPS EMPLOYEES, revoked, rescinded and terminated the said special power of attorney and all powers-of-attorney and all authority, rights and power which was previously conferred and granted to defendants DAHINOG, ET AL. It also contains a provision to withhold and not to release to them the sale proceeds or any remaining portion thereof.

24. Herein plaintiffs CONCERNED PHILIPS EMPLOYEES exercised their right to revoke the said agency in favor of the defendants DAHINOG, ET AL. under Article 1919 and Article 2020 of the Civil Code of the Philippines, thus the latter have no authority/power to sel the said property of Philips to defendant SEJIN hence making the said contract null and void.

25. Furthermore, Articles 1874 and 1878 of the Civil Code provide:

Art. 1874. When a sale of a piece of land or any interest therein is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be

Art. 1878. Special powers of attorney are necessary in the following cases: X X X

(5) To enter into any contract by which the ownership of an immovable is trans-mitted or acquired either gratuitously or for a valuable consideration:

26. There is no question that the subject properties in this case is a real property comprising but not limited to industrial factory warehouse several industrial buildings and hangar. (See Annex "SS".)

27. In Spouses Alcantara vs. Nido (G.R No. 165133, April 19, 2010), the Supreme Court held that a special power of attorney is also necessary to enter into any contract by which the ownership of an immovable is transmitted or acquired for a valuable consideration. Without any authority in writing, respondent cannot validly sell the lot to petitioners. Hence, any "sale" in favor of the petition-

28. The Supreme Court held in the said

"Our ruling in Dizon v. Court of Appeals is instructive:
"When the sale of a piece of land or any

interest thereon is through an agent, the authority of the latter shall be in writing; otherwise, the sale shall be void. Thus the authority of an agent to execute a contract for the sale of real estate must be conferred in writing and must give him specific authority, either to conduct the general business of the principal of to execute a binding contract containing terms and conditions which are in the contract he did execute. A special power of attorney is necessary to enter into any contract by which the ownership of an immovable is transmitted or acquired either gratuitously or for a valuable consideration. The express mandate re-quired by law to enable an appointee of an agency (couched) in general terms to sell must be one that expressly mentions a sale of that includes a sale as a necessary ingredient of the act mentioned. For the principal to confer the right upon an agent to sell real estate, a power of attorney must so express the powers of the agent in clear and unmistakable language. When there is any reasonable doubt that the language so used conveys such power, no such construction shall be given the document.

"Further, Article 1318 of the Civil Code enumerates the requisites for a valid contract, namely:
1. consent of the contracting parties;

object certain which is the subject

3.

cause of the obligation which is established.
"Respondent did not have the written authority to enter into a contract to sell the lot. As the consent of Revelen, the real owner of the lot, was not obtained in writing as required by law, no contract was perfected. Consequently, petitioners failed to validly acquire a lot."

29. In this case, considering that the authority to sell and dispose PHILIPS' property by the defendants DAHINOG,

has already been revoked, there is thus no authority to speak of. Consequently, the sale to defendant SENJIN is therefore void

30. Verily, a void or inexistent contract has no force and effect from the very beginning. This rule applies to contracts that are declared void by positives are in the property of the prope tive provision of law as in the case of a sale of conjugal property without the other spouse's written consent. A void contract is equivalent to nothing and is absolutely wanting in civil effects. It can-not be validated either by ratification or prescription. When, however, any of the terms of a void contract have been per formed, an action to declare its inexistence is necessary to allow restitution of what has been given under it. (See Tan vs. Hosana, G.R. No. 190846, February

3. 2016.) SECOND CAUSE OF ACTION Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing alle-gations as they may be pertinent and relevant hereto an further aver: The sale transaction is void for being simulated and contract to law

31. The above circumstances therefore clearly show that the purported deed of sale is simulated and fictitious under 1409 of the Civil Code which states:

"Art. 1409. The following contracts are inexistent and void from the beginning:

"(1) Those whose cause, object, or purpose is contrary to law, morals, good customs, public order or public policy;

"(2) Those which are absolutely simulàtéd and fictitious:

"(3) Those whose cause or object did not exist at the time of the transaction:

"(7) Those expressly prohibited or declared void by law."

32. The subject sale executed by the defendants DAHINOG ET AL. and defendant SEJIN is certainly void and inexistent for the following reason, to wit: first, there is absolutely no consent of the alleged vendors, i.e., plaintiffs CONCERNED PHILIPS EM-PLOYEES; second, there is no cause or consideration for the sale as far as they are concerned because they have not received any consideration thereof; third, the sale is expressly declared void by law since there is no authority from the vendors.

33. An examination of said tax declaration would reveal that defendant SENJIN became registered owner of the properties under the Tax Declaration No. 17-0009-04974 by using the void deed of sale. This came as a result of defendant DAHINOG ET AL.'s and defendant SENJIN's underhanded and devious machinations which made them able to register the subject properties in the latter's name.

34. Furthermore, as discussed above, since the sale was authorized by virtue of the revoked authority and power to sell, the sale is expressly prohibited or declared void by the law under Article 1874 and 1878 in relation to Article 1919 of the Civil Code of the Philippines. THIRD CAUSE OF ACTION

Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant thereto and further aver:

The deed of sale is not a public instrument due to improper notarization 35. To bolster the claim of their devious and underhanded intention to proceed with the sale of the propproceed with the sale of the property without the consent nor authority of the plaintiffs CONCERNED EMPLOYEES, they even caused the notarization of the undervalued deed of absolute sale to a hoax notary in the person of one Atty. Macario B. Benedicto of Rosario, Cavite. As per certification of the Office of the Clerk of Court of Cavite City he is not a duly of Court of Cavite City, he is not a duly commissioned notary public of Rosa-rio, Cavite. (Copy of the Certification is attached as ANNEX "BBB" hereof.)

36. Moreover, Atty. Macario B. Benedicto is not a member of the bar as evidenced by the Certification issued by the Office of the Bar Confidant hereto attached as ANNEX "CCC".

37. In the case of IVQ Landholdings, Inc. vs. Barbosa (G.R. No. 193156, January 18, 2017), the Supreme Court held: Furthermore, in Bitte v. Jonas, the

Court had occasion to discuss the consequence of an improperly notarized deed of absolute sale. Thus -

"Article 1358 of the New Civil Code requires that the form of a contract transmitting or extinguishing real rights over immovable property should be in a public document. x x x. "Not having been properly and validly notarized, the deed of sale cannot be considered a public document. an accepted rule, however, that the failure to observe the property form does not render the transaction invalid. It has been settled that a sale of real property, though not consigned in a public instrument or formal writing is, nevertheless, valid and binding among the parties, for the time-hon-ored rule is that even a verbal contract of sale or real estate produces legal effects between the parties.

"Not being considered a public document, the deed is subject to the re-quirement of proof under Section 20, Rule 132, which reads:

"Section 20. Proof of private document. - Before any private document offered as authentic is received in evidence its due execution and authenticity must be proved either: (a) By anyone who saw the document

executed or written; or
(b) By evidence of the genuineness of the signature or handwriting of the

maker.

Any other private document need only be identified as that which is it claimed

"Accordingly, the party invoking the validity of the deed of absolute sale had the burden of proving its authenticity and due execution. X x x.

38. In Dela Rama vs. Papa (G.R. No. 142309, January 30, 2009), the Supreme Court made this pronouncement: "This petition allows us to reiterate some of the basic rules concerning the notarization of deeds of conveyance involving real property. Such rules are important because an improperly notarized document can-not be considered a public document and will not enjoy the presumption of its due execution and authenticity.

39. Thus, not being a public document, the said sale between defendant DAHINOG ET AL. and defendant SENJIN is not binding to third persons, the herein plaintiffs.
FORTH CAUSE OF ACTION

Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant thereto and further aver: Defendants hold the property of the plaintiffs in trust.

40. As a result of the unauthorized sale of the properties, the defendants DAHINOG ET AL. are therefore liable to account for all the payments that were made to them by the defendant SENJIN and should render a complete accounting of the money received by them. In the meantime, the defendants DAHINOG ET AL. hold in trust the money/consideration paid by defendant SENJIN which they are li-able to account to the plaintiffs CON-CERNED EMPLOYEES

41 Also defendant SENJIN holds in trust in favor of the plaintiffs CON-CERNED EMPLOYEES the subject property which they acquired without authority and under the law.

42. As such, they are obliged to render a full accounting of the amount of consideration that they have received from de-fendants SEJIN as result of the fictitious sale and to return and/or pay the herein plaintiffs the amount they have received as proceeds of the sale

43. The Supreme Court held in the case of Estate of Cabacungan vs Laigo (G.R. No. 175073, August 15, 2011):

"Third, there is a fundamental principle in agency that where certain property entrusted to an agent and impressed by law with a trust in favor of the principal is wrongfully diverted, such trust follows the property in the hands of a third person and the principal is ordinarily entitled to pursue and recover it so long as the property can be traced and long as the property can be traced and identified, and no superior equities have intervened. This principle is actually one of trusts since the wrongful conversion gives rise to a constructive trust which pursues the property, its product or proceeds, and permits the beneficiary to recover the property or obtain damages for the wrongful conversion of the prop-erty. Aptly called the "trust pursuit rule," it applies when a constructive or resulting trust has once affixed itself to property in a certain state or form.

"x x x. Accordingly, the person to whom is made a transfer of trust property con-stituting a wrongful conversion of the trust property and a breach of the trust,

protected as a bona fide purchaser for value, is himself liable and accountable as a constructive trustee. The liability attaches at the moment of the transfer of trust property and continues until there is full restoration to the beneficiary. Thus, the transferee is charged with, and can be held to the performance of the trust. equally with the original trustee, and he can be compelled to execute a recon-

veyance.
"This scenario is characteristic of a constructive trust imposed by Article 1456 of the Civil Code, which impresses upon a person obtaining property through mis-take or fraud the status of an implied trustee for the benefit of the person from whom the property comes. Petitioner, in laying claim against respondents who are concededly transferees who professed having validly derived their ownership from Roberto, is in effect enforcement. ing against respondents a constructive trust relation that arose by virtue of the wrongful and fraudulent transfer to them of the subject properties by Roberto."

FIFTH CAUSE OF ACTION
Plaintiffs CONCERNED PHILIPS EM-PLOYEES replead the foregoing allegations as they may be pertinent and relevant hereto and further aver: Defendants are liable for damages

44. As a result of this unlawful acts of defendants, plaintiffs who are lowly rank and file employees, suffered mental anguish, sleepless nights, serious emotional anxiety, wounded feelings, moral shock and similar injury by which plaintiffs should be individually compensated in the amount of Photon 000 00 sated in the amount of Php100,000.00

as moral damages.
45. That to defer others who are similarly minded as defendants in selling the property without authority with no clear intention but to deprive the herein plaintiffs of their property which is the equivalent of their monetary award for being illegally dismissed, and by way of example or correction for the public good, defendants should be made to pay individually the herein plaintiffs exemplary damages in the amount of Php100,000.00.

46. Moreover, as a consequence of the filing of this complaint, plaintiff was compelled to engage the services of the counsel with a contingent fee of 20% of whatever award may be granted to the plaintiffs

EVIDENCE IN SUPPORT OF THE COMPLAINT

COMPLAINT
47. In support of the complaint, the following witnesses will testify:
a. Plaintiffs SUSAN L. AGUILAR and ROLDAN R. ABANILLA, who will testify to prove the material allegations of the complaint.

b. Corroborative witnesses ROLANDO
V. SESIMAR, ROSEBETH B MOTA,
LOPITO B. BANTAY, MYRNA P. ALAR-CON, RENATO A. PAREJA, they will testify to prove the material allegations in the complaint and other relevant matters. c. Representative of the Assessor's Of-

fice - who will testify on with respect to the transfer of the properties in the name of defendant Senjin.

48. In support of the complaint, plaintiffs

will present the following documents:
Special Power of Attorney

Certification

Certificate of Indigency issued by the Office of the Barangay Decision in NLRC Case No. RAB IV-9-16169-02-C Certificate of Indigency issued City Social Welfare and Development Office Tax Declaration No. 17-0009- 04863

Affidavit of Indigency Certificate Sale by NLRC Special Power of Attorney tract to Sell Revocation/Cancellation Special Power Attorney
Certificate Authorizing Registration

Tax Declaration No. 17-0009- 04974 Certificate from Office of Clerk of Court Certification from Office of the Bar

Deed of Absolute Sale

Confidant

WHEREFORE, in view of the foregoing premises, it is most respectfully prayed of this Honorable Court that: 1 the Deed of Absolute Sale dated May 8, 2019 in favor of defendant SENJIN be declared NULL and VOID;

2. the Tax Declaration No. 17-0009-04974 in the name of defendant DENJIN be declared NULL and VOID the same having emanated from a void sale: 3. the subject property described in Tax Declaration No. 17-0009-04974 be reconveyed and returned to the plaintiffs: 4. the defendants Dahinog Et Al. be ordered to render full accounting of the

money paid to them by their co-defendant SEJIN NA WOO INC.: 5. the defendants be ordered to pay plaintiffs individually the amount of Php100,000.00 as moral damages and Php100,000,00 by way of moral damages, 20% of whatever judgment may be awarded by the court as attorney's fees and costs of suit.

Other reliefs just and equitable August

PACALDO & BELLEZA LAW OF-FICES Counsel for Plaintiff 200 D Plaza Soledad Samonte Park, San Roque 4100 Cavite City (046) 431-3319

(Signed) ASUNCION ABASOLO-PACALDO Roll of Attorneys No. 35013 IBP Lifetime OR No. 03023/ Cavite/5-10-2002 PTR OR No. 8437664/Cavite City/01-04-2021 MCLE Compliance No. VI-0008025 /4-30-18 Email: sionypacaldo@yahoo.com Mobile No. 09560596/00

RICHMOND REI RAM BELLEZA Roll of Attorneys No. 54090 IBP Lifetime OR No. 017658/ Cavite/6-16-17 PTR OR No. 8437663/Cavite City/01-MCLE Compliance No. V1-0011325/8-

Email: richbelleza\_08@yahoo.com Mobile No. 09175254090

VERIFICATION AND CERTIFICA-WE. ROLDAN R. ABANILLA. MIRA-WE, ROLDAN R. ABANILLA, MIRA-LYN A. APAYA, SUSAN L. AGUILAR, RIZALINA D. ARLE, MYR-NA S. ALDUNAR, RAQUEL O. BAYSON, MICHAEL S. BANAYAG, MARIVIC G. BANAYAG, MILFRED F. CARINGAL, JOSIELYN T. TRONOFE-LIPE, CARMEN G. CASUGAR, IMELDA R. DE GUZMAN, CONCHITA E. DEI ROSARIO, MYRNA M. DE IMELDA R. DE GUZMAN, CONCHITA E. DEL ROSARIO, MYRNA M. DE LOS SANTOS, LOLITA C. ESTE-BAN, EVANGELINE H. ESGUERRA, NORALYN P. EVARDONE, ELSA S. GAMBAN, ANGELA R. GENU-INO, MARIA CRISTINA E. JIMENEZ, RUTH D. LOGRO, LORENDA R. MOLINA, FILIPINA H. MOLINA BUENAFE B. MARIN, CHRISTINA C. MARTE, FELISA C. PAREJA, JENNILYN D. PEREA, VIRGINIA V. BANGUI, ELSA C. PENALES, CRESENCIA M. PERALTA, MERCY P. REYES, NENITA F. RICASATA, LORNAO, ROBLES, JOVEN U. SARABIA, WILMA E. SARABIA, SARABIA, WILMA E. SARABIA, ROSALIE B. SORIANO, JOCELYN TOLENTINO, ROSARIO R. VIDAL-LON, IRENE E. VILLALUNA, MERCY CARINGAL-CLAMOSA & VIRGINA E BATULA, all of legal ages, after having been duly sworn to an oath in accordance with law, do hereby declare

and state: 1.We are the plaintiffs in the above-captioned case;

2.We have caused the preparation of the foregoing complaint, the allega-tions contained therein are true and correct based on our personal knowledge and based on authentic records/documents in our possession. 3. The aforesaid complaint is being

filed not to harass, cause unnecessary delay, or needlessly increase the

cost of litigation.

4.The factual allegations therein have evidentiary support after reasonable

support aire reasonable opportunity for discovery.

5. We certify that we have not commenced any other action or filed any claim involving the same issues before this Honorable Court, or any other court, tribunal or quasi-judicial agency, and to the best of our knowledge no such other action or claim is edge, no such other action or claim is

pending therein.
6.If there is such other pending action or claim, we shall inform the Court.

7.Should we learn that a similar action or proceeding has been filed or will be filed or is pending before this Honor-able Court, or any other court, tribunal or agency, I/we shall undertake to promptly inform this Court and the court, tribunal or agency concerned within five (5) days from knowledge therefrom of the complete statement of the present status thereof.

AFFIANT FURTHER SAYETH NAUGHT.

IN WITNESS WHEREOF, we have hereunto set our hands on this 3rd day of August 2021 in Noveleta, Cavite, Philippines.

(Signed) ROLDAN R. ABANILLA Bgy. Kagawad ID, Bgy. Muzon 1, Rosario, Cavite

Signed) MIRALYN A. APAYA VOTER'S 2103-0054K-G1275MAA20005-6 COMELEC BACOOR CAVITE

(Signed) SUSAN L. AGUILAR VOTER'S ID 2105-0277A A2966SLA20000-7 COMFLEC. CAVITE CITY (Unsigned) CYNTHIA C. ABUEG VOTER'S ID A03652000 - 2120-00618-COMELEC TANZA CAVITE (Signed) RIZALINA D. ARLE UMID ID 0111-6613330-2 (Signed) MYRNA S. ALDUNAR VOTER'S 2111-0130a 12567MSA20000-4 COMELEC KAWIT CAVITE (Signed) RAQUEL O. BAYSON UMID ID 0033-101888 (Signed) MICHAEL S. BANAYAG SSS#061075615-5 (Signed) MARIVIC G. BANAYAG SSS# 02-1317766-5 (Signed) MILFRED F. CARINGAL VOTER'S ID 2120-0063B-E266MFC20000 COMELEC TANZA CAVITE (Signed) ROSARIO R. VIDALLON

VOTER'S

ID 2110-0073A-K0166RRV20000-3 COMELEC INDANG CAVITE (Signed)
JOSIELYN R. TRONOFELIPE VOTER'S ID 2117-0045A-L1869JRT 20001-8 (Signed) CONCHITA E. DEL ROSARIO SSS# 03-9560293-5 (Signed) VIRGINIA E. BATULA SSS - 03-9256816-6 (S IMELDA R. DE GUZMAN (Signed) VOTER'S ID 2105-0292A-108651RD20001-0 COMELEC CAVITE CITY (Signed) MYRNA M. DE LOS SANTOS SSS# 03-9560293-5 (Signed) LOLITA C. ESTEBAN VOTER'S G19641CE20001-3 2117-00364-COMELEC ROSARIO CAVITE (Signed) EVANGELINE H. ESGUERRA VOTER'S ID 2105-0111A-B1468EHE20001-0 COMELEC CAVITE CITY (Signed) NORALYN P. EVARDONE SEN. C CIT ID 27364-OSCA TANZA (Signed) ELSA S. GAMBAN UMID ID 0003-9999093-1 (Unsigned) (Signed) ANGELA R. GENUINO SSS # 03-9805122-4 ROSALINA Q. HERNANDEZ UMID ID 0003-9993 (Signed) MARIA CRISTINA E. JIMENEZ CRN-0003-9256-550-9 BRGY ID WAKAS II KAWIT (Signed) RUTH D. LOGRO BRGY ID 011-2016 BIWAS TANZA CAVITE (Signed) LORENDA R. MOLINA VOTER'S ID 2117-0050A-E1374LRM20002-8 (Signed) FILIPINA H. MOLINA VOTER'S L1363FHM20001-0 2115-0059A COMELEC NAIC CAVITE COMELEC ROSARIO CAVITE (Signed) BUENAFE B. MARIN SSS # 33-0877313-3

(Signed) PHILHEALTH 025089168-0 (Signed) VIRGINIA V. BANGUI TIN 130-838-169-000 251 PALANGUE CENTRAL 1 NAIC (Signed) ELSA C. PENALES VOTER'S 2110-0068A C66ECP20000-1 (Signed) CRESENCIA M. PERALTA CRESENCIA WI. PERALTA VOTER'S ID 2105-0238A-CMP20000-9 COMELEC CAVITE CITY COMELEC INDANG CAVITE (Signed)
MARILENE P. PACHECO VOTER'S 1D 2105-0277B-E2965MPP200002-8 COMELEC CAVITE CITY (Signed) MERCY P. REYES BRGY ID BNL2-445 BRGY BUNA LEJOS II INDANG (Signed) NENITA F. RICASATA COMELEC VIN2117-0010A-LORNA 0. ROBLES PHILHEALTH (Signed) 08-| 050166292-9 | F1566NFR20001-0 (Signed) JOVEN U. SARABIA VOTER'S 2110-0029A-L1868.JUS10000-0 COMELEC INDANG CAVITE (Signed) WILMA E. SARABIA SSS # 33-0446376-4 (Signed) ROSALIE B. SORIANO PAG-IBIG ID 0003-146792-10

(Signed) JOCELYN TOLENTINO

(Signed) IRENE E. VILLALUNA

F. CARINGAL-

identities.

Doc. No. 29:

Notary Public

Page No. 7;

Book No. II;

2021

Series of 2021

VOTER'S ID VIN2117-0052B-E0858JST20001-8

CLAMOSA SSS # 33-1367074-2 SUBSCRIBED AND SWORN to be-

fore me this 3rd day of August 2021 in the City of Cavite, Philippines. Affi-

ants exhibiting their respective identification cards written underneath their

names as competent evidence of their

(Signed) ASUNCION ABASOLO-PACALDO

For Cavite City, Noveleta, Rosario

otarial Commission Expires 12/31/21

Roll of Attorneys No. 35013 IBP Lifetime OR No. 03023/Cavite /5-

PTR No. 8437664/Cavite City / 1-4-

COMELEC ROSARIO CAVITE

SSS -33-3043291-8 (Signed)

RUGELIO ROBLES.
II.BASIS OF CROSS CLAIM AGAINST
DEFENDANTS SUSAN P. DAHINOG,
SOCORRO B. CATAULIN AND ROGELIO ROGLES (Signed) CHRISTINA C. MARTE SSS-33-0693435-6 FELISA C. PAREJA 1.That as a preliminary, defendant SE-JIN NAWOO INC. is a corporation duly formed under the Republic of the Philippines with business address at CEZ, Rosario, Cavite, Philippines. It is hereto represented by its Corporate, Secretary, Luzviminda Reyes, as evidenced by the attached Secretary's Certificate as Annex "A". In this case, (Signed) JENNILYN D. PEREA PHILHEALTH ID 08-201697165-7 the plaintiffs seek to annul the Deed of Sale of the subject properties despite

the fact that the sale was valid, binding and legal, SEJIN having paid the amount of ONE HUNDRED TEN MILLION PESOS Php110,000,000.00) and duly covered by a Deed of Absolute Sale dated March 18, 2019. 2.Meanwhile, DEFENDANTS SUSAN P. DAHINOG, SOCORRO B. CATAULIN AND ROGELIO ROBLES are the COLLECTIVELY KNOWN AS "CON-CERNED PHILIPS EMPLOYEES" now

being heard by the Honorable Court.

MCLE Compliance No. VI-008025 /

WHEREAS, on March 15, 2023, defendant Seijin Na Woo, Inc., through its counsel, filed an "Omnibus Motion with

Leave of Court to Admit Cross-Claims

Against co-defendants Susan P. Da-hinog, socorro B. Cataulin and Rogelio

Robles", which reads as follows, to wit:

Comes now, the defendant SEJIN NA-WOO, INC. (SEJIN for brevity, through the undersigned counsel and to this Honorable Court, most respectfully states the following,

1. Under the Revised Rules on Civil Pro-

A.M. No. 19-10-20-SC 2019, the Rules

(a)Rule 3, Section 2. Parties in interest

- A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless other-

wise authorized by law or these Rules, every action must be prosecuted or de-

fendant in the name of the real party in

(b)Rule 6. Section 8. Cross-claim. - A

cross-claim is any claim by one party against a co-party arising out of the

transaction or occurrence that is the

subject matter either of the original action or of a counterclaim therein. Such

cross-claim may cover all or part of the

2. In the original complaint, defendants

SUSAN P.
DAHINOG, SOCORRO B. CATAULIN
AND ROGELIO ROBLES are co-defendants of defendant SEIJIN NAWOO,
INC. Meanwhile, after a careful review

of their answer/s and other pleadings

to the Honorable court, it appears that defendant SEIJIN NAWOO, INC. have a

cross-claim against the said defendants and for introducing forged Deed of Ab-solute Sale where even the signature of

the authorized representative of SEJIN

the authorized representative of SEJIN NAWOO, INC. had been forged.

3. Thus, the filing of this Motion with Leave of Court and prays that the Honorable Court admits the cross-claim against defendants SUSAN P. DAHINOG, SOCORRO B. CATAULIN AND POCEL IN DADLES.

ROGELIO ROBLES.

I.PREFATORY STATEMENTS

cedure under

interest.

original claim

provides as follows:

200D Plaza Soledad, Samonte Park

San Roque, Cavite City 4100'

3. That record shows that PLAINTIFFS 3.That record shows that PLAINTIFFS AND DEFENDANT SEJIN ADMIT THE DUE EXECUTION OF A SPECIAL POWER OF ATTORNEY IN FAVOR OF SUSAN P. DAHINOG, MARIA SOCORRO CATAULIN AND ROGELIO ROBLES TO SELL THE PROPERTIES SUBJECT MATTER OF THE ORIGINAL COMPLAINT. COMPLAINT

COMPLAINT.

4. That from their own admission of the plaintiffs, they had authorized the codefendants Dahinog, Cataulin and Robles to sell the properties to defendant SEJIN. This fact is likewise admitted by defendant SEJIN in its ANSWER to the complaint filed by Rolden B. Abapilla of complaint filed by Roldan R. Abanilla et al., versus Sejin Nawoo, Inc. et al. which shall form part of this cross claim as An-

nex "B".

5. That in 2018, prior to the sale of the properties, the defendants Dahinog, Cataulin and Robles, requested from the Philippine Economic Zone Authority (PEZA) to sell the properties to SEJIN and was in fact issued a LOA with No. 2018-OZA-SB-009 dated September 13, 2018,

6.That the said Letter of Authority No. 2018-OZA-SB-009 provided the background as how the plaintiffs acquired the property subject matter of this case. In said LOA, Atty. Norma B. Tanag, Zone Administrator stated

"This refers to your request dated 12 September 2018 for authority to sell the buildings and improvements to SEIN NAWOO, INC. (SNI). Said buildings and improvements were formerly owned by YU JIN OPITAL ELECTRONICS INC. (Y JOEI). However, pursuant to the 01 September 2016 4th Alias Writ of Execution to enforce the Alias Writ of Execution to enforce the NLRC Decision dated 29 September 2005 in RAB-IV-09-16-16169-02-C and RAB-IV-11-16441-02-C, said buildings were levied and sold in public auction to the workers of PHILIP EXPORT INDUSTRIES, INC.,

(PEII). Thus, being the winning bidder and awardee of the said buildings, Philips workers became the owners

7. With the admission of plaintiffs that they were the previous owners of the properties subject matter of this case, they admitted the authority and right of defendants Susan P. Dahinog, Maria Socorro Cataulin and Rogelio Robles to represent this with PEZA. Thus, whatever was submitted to PEZA, they were bound to it which included all the documents submitted to said agency.

8. After the issuance of the LOA, a Contract to Sell was entered into by the parties where the plaintiffs were represented by their attorneys-in-fact and their counsel, Atty. Arturo L. Mercader.

Said contract to sell was entered into last December 28, 2018.

9. Plaintiffs are bound by the provisions of said contract to sell where under Section III, the schedule of payment of the purchase price of Php110,000,000 was stated:

"The purchase price shall be payable

as follows:
3.1 The SELLERS hereby acknowledged the receipt of FIVE MILLION PESOS (P5,000,000.00) from the BUYER on August 10, 2018 as downpayment and which forms part of the agreed purchase price of the subject

3.2 Simultaneous with the execution of this Agreement the BUYE shall pay the SELLERS the amount of FIFTY TWO MILLION PE-SOS (P52,000,000.00), in the form of Managers Check, subject to the submission of the following documents:

3.3 Subject to Clauses 2.1, 2.2 and 2.3 above, the BUYER shall issue another check payable to the SELLERS in the amount of EIGHTEEN MILLION PESOS (P18,000,000.00).

3.4 Subject to Clauses 2.4, 2.5 and 2.6 above, the BUYER shall issue another check payable to PEZA in the amount of THIRTY FIVE MILLION PESOS (P35,000,000.00).

10. On the part of defendant Sejin

as stated in the contract to sell, it paid to the plaintiffs the total amount of Php75,000,000.00 as stated in the Answer with the corresponding an-

An acknowledgment receipt was executed by Susan P. Dahinog, Socorro Cataulin and Rogelio Robles as to the receipt of Php21,000,000; Php31,000,000 and Php18,000,000 Casid Code Php18,000,000.00. Said acknow-iedgment provided a note that the Php18,000,000 will be deposited in the bank account under the name of Susan Dahinog, to be used to pay for all the taxes, etc.

all the taxes, etc.

11. As stated in par. 3.4 of the Contract to Sell, Sejin had likewise paid to PEZA the total amount of Php35,000,000.00 as to the liabilities being the previous owner of the building which included unpaid water and sewerage bills, unpaid rental, unpaid Meralco bills and unpaid franchise fees. Receipts of payments were all attached in the Answer of Defendant

However, to the damage of SEJIN, PEZA would not issue the needed clearance for there were other indebtclearance to the were offer indebredness of the plaintiffs that were not foreseen during the execution of the contract to sell. So it had to shell out the amount of P4,143,135.41.

12. With the additional amount of P4,143,135.41, PEZA issued a certification which states that Sejin Nawoo Inc./Yu-Jin Optical Electronics Inc. is cleared of the old accounts and is up to date in rental payments.

13. Prior to the issuance of said certification, having paid the full amount of ONE HUNDRED TEN MILLION PESOS (Php 110,000,000.00), a Deed of Absolute Sale was entered on March 18, 2019. Said Deed of Absolute was enterized in the presence of the was notarized in the presence of the lawyer for the plaintiffs and the zone administrator of the Cavite Economic

Zone Authority.

14. Said Deed of Absolute Sale was notarized in the presence of a notary public, Atty. Pedro L. Gerali, who is-sued the corresponding certification from the Office of the Clerk of Court of the submission of said notarized deed of absolute sale as Annex "C".

15. Article 1458 of the Civil Code pro-'By the contract of sale one of the

contracting parties obligates himself to transfer the ownership and to deliver a determi-

nate thing, and the other party to pay therefore a price certain in money or its equivalent". 16. The elements of a contract of

sale are: (a) consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price; (b) determinate subject matter; (c) price certain in money or its equiva-

17. In this case, there was a perfected sale. Armed with a valid special power of attorney, defendants Dahinog, Cataulin and Robles entered into a contract to sell and then a deed of absolute sale with Seiin, who in turn paid the amount of Php 110.000.000.00.

18. Thus, the controlling Deed of Absolute Sale between Seijin and codefendants Dahinog, Cataulin and Robles is the Deed of Absolute Sale dated March 18, 2019. The said co-defendants already received payment for the sale of the subject properties as well as PEZA, the latter also issued a Certification that defendant Sejin Nawoo Inc./ Yu-Jin Optical Electronics Inc. is cleared of the old accounts and is up to date in rental payments.

19.That defendant SEJIN remains to be a buyer in good faith.

20. As agreed upon by the parties, the payment of the capital gains tax was for the account of the Philips Employees sellers, the BIR processing for the CAR and the transfer of the tax declaration, were the responsibility of the defendants Dahinog, Cataulin and Robles as provided in the contract to sell. (par. 2.2 (c)).

21. Thus, defendant SEJIN gave the attorneys-in-fact the copy of the Deed of Absolute Sale dated March 18, 2019 for the purpose of processing and transfer of the tax declaration under its name, later, defendant Socorro Cataulin informed defendant SEJIN that the properties owe real property taxes (RPT) with the Municipality of Rosario, Cavite.

22. With this information, again defendant SEJIN paid the additional amount for RPT in the amount of P3,443,173.91.This amount was on top of the agreed purchase price of P110,000,000.00 and was not dis-

closed prior to the sale

23. That after the processing of papers, documents and payment of taxes and RPT and the issuance of the BIR ECAR brope des eas traterned in tal nhe tax de-clendint sethe NAWOO INC.

24. Aside from that, SEJIN relied on the representation of counsel of the plaintiff, Atty. Arturo Mercader, Jr. who presented a letter addressed to the Provincial Assessor's Office that he is seeking for lifting of his attorney's lien.

25. Defendants Dahinog, Cataulin and Robles even executed a letter dated December 28, 208, turning over to SEJIN all the properties subject matter of this com-

26 That from these allegations and evidence, it would indeed appear that defendant SEJIN is a buyer in good faith and the sale appeared in a public instrument and it is therefore legally binding to the plaintiffs and was never a void instrument at all.

27 In Trifonia D. Gabutan, et al. v. Dante D. Nacalaban, et al., the Court held that:

A buyer for value in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays full and fair price for the same, at the time of such purchase, or before he has notice of the claim or interest of some other persons in the property. He buys the property with the well-founded belief that the person from whom he receives the thing had title to the property and capacity to convey it.

To prove good faith, a buyer of registered and titled land need only show that he relief on the face of the title to the property. He need not prove that he made further inquiry for he is not obliged to explore beyond the four corners of the title. Such degree of proof of good faith, however, is sufficient only when the following conditions concur: first, the seller is the registered owner of the land; second, the latter is in possession thereof; and third, at the time of the sale, the buyer was not aware of any claim or interest of some other person in the property, or of any defect or restric-tion in the title of the seller or in his capac-

ity to convey title to the property.

28. Defendant SEJIN submits that the absolute transfer and sale of the properties by the Philips employees, through their attorneys-in-fact was done without irregulation. larity, was properly documented and all done in good faith with the authority and approval of PEZA.

29. Furthermore, the attorneys-in-fact were property equipped with the Special Power of Attorney dated 2017 coming from the plaintiffs themselves as principals for the negotiation and sale of the subject

30 The defendant SF.IIN also exercised due diligence in buying the properties as they relied on the SPA of the attorneys-infact, negotiated likewise with their lawyer, Atty. Mercader, required Dahinog, et al. to seek authority from PEZA, inspected the properties before buying it and found no flaws in the tax declarations as there was no annotation to warn buyers of any lien.

31. Furthermore, even in the Contract to Sell dated December 2018, the attorneys-in-fact warranted and guaranteed that they are the absolute owners and have valid title over the subject properties. The defendant Sejin heavily relief on these warranty and guaranty that appeared in the public instrument called Contract to

32. Just like in any sale of real properties, it is well-established in our laws and iurisprudence that a person who is dealing with a registered parcel of land need not go beyond the face of the title. A person is only charged with notice of the burdens and claims that are annotated on the title. 33. In fact, proper documents would prove that payments through checks and bank deposits for the purchase of the properties were deposited to the account of

attorneys-in-fact.

34. The defendant SEJIN even paid all the deficiency RPT even if it should have been ability and the attorneys-in-fact as well as the plaintiffs being the awardee of the said properties during the execution sale. 35. Likewise, the Contract to Sell was executed in December 2018 and completion of payments happened in March 2019. Thus, after the execution of the Deed of Absolute Sale, payments were already completed and defendant SEJIN became the new owner of the property in fact and

36 The primary consideration in determining the true nature of a contract is the intention of the parties. Such intention is determined from the express terms of their agreement as well as from their contemporaneous and subsequent acts. When they have no intention to be bound at all the purported contract is absolutely simulated and void. When they conceal their true agreement, it is not completely void and they are bound to their real agree-ment provided it is not prejudicial to a third person and is not intended for any purpose that is contract to law, morals, good customs, public order or public policy. A duly executed contract carried with it the presumption of validity. The party who impugns its regularity has the burden of proving its simulation.

37. Being a buyer in good faith, the corporation is also entitled to equal protection of the law. Accordingly, in University of the East v. Jader we said that "[glood faith connotes an honest intention to abstain from taking undue advantage of another, even though the forms and technicalities of law, together with the absence of all information or belief of facts, would render the transaction unconscientious.

38. The fact remains that defendant SE-JIN is an innocent purchaser for value of the subject properties as it has no knowledge of any prior flaw of infirmities in the authority of the attorneys-in-fact and even the title/tax declarations of the subject properties. The Supreme Court held:

"A person is considered in law as an innocent purchaser for value when he buys the property of another, without notice that some other person has a right or an interest in such property, and pays a full price for the same at the time of such purchase, or before he has notice of the claims or interest of some other person in the property. A person dealing with registered land may safely rely on the correctness of the

certificate of title of the vendor/transferor, and the law will in no way oblige him to go behind the certificate to determine the condition of the property.'

39. Furthermore, a buyer for value in good faith is one who buys property of another, without notice that some other person has a right to, or interest in, such property and pays full and fair price for the same, at the time of such purchase, or before he has noother persons in the property. He buys the property with the well-founded belief that the person from whom he receives the thing had title to the property with the well-founded belief that the person from whom he receives the thing had title to the property and the property and the property and the property and the person in the property and the person in the pers erty and capacity to convey it. This is

true in the instant case.

Again, to be repetitive, plaintiffs revocation of the Special Power of Attorney happened after the perfection of the sale and payment of the purchase price of Php110 Million.

40. The fact remains that the revocation and cancellation of the Special Power of Attorney between the plaintiffs and co-defendants Dahinog, Cataulin and Robles happened after the execution of the Deed of Absolute Sale between Sejin and co-defen-

41. On the other hand, any kind of conflict, disagreement, issues that the concerned Philips Employees have with the attorneys-in-fact "arising as to the manner and distribution" of their just share in the sale of the properties, the defendant SEJIN has no knowledge and participation.

42. While it is true that the principals/ plaintiffs can revoke the authority of plantinis can revoke the authority of their attorneys-in-fact at any time un-der the law, the fact also remains that the alleged revocation or cancella-tion of the Special Power of Attorney dated March 27, 2019 only came after full payment and due execution of the Deed of Absolute Sale between the defendant SEJIN and Philips Employees through their attorneys-in-fact, duly notarized by Atty. Pedro Gerali on March 18, 2019.

43. Furthermore, the plaintiffs even failed to state and prove that the alleged revocation or cancellation of the Special Power of Attorney dated March 27, 2019 was made known to their attorneys-in-fact defendants Dahinog, Cataulin and Robles or to defendant SEJIN. At any rate, the alleged revocation no longer has any bearing as the Deed of Absolute Sale was executed on March 18, 2019.

44. That it appears from the document submitted by co-detendants Dahinog, Cataulin and Robles to the plaintiffs is not the same Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro

45. In the original complaint, the plaintiffs introduced as evidence a Deed of Absolute Sale entered by co-defendants Dahinog, Cataulin and Robles dated May 8, 2019 and notarized before Atty. Macario Benedicto, who was later on discovered not a member of the Philippine bar and not a notary public. Attached herewith is the copy of the said DOAS dated May 8, 2019

as Annex "D".
46. That the defendant SEJIN denies any involvement in the execution of the said document because of the existence of the earlier Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro Gerali. Attach herewith is the copy of the said DOAS as Annex "E".

47. The Deed of Absolute Sale entered by the parties on March 19, 2019 notarized before Atty. Pedro Gerali benotarzed before Atty. Pedro Gerail be-came the legal document that trans-ferred the property from the plaintiffs via defendants Dahinog, Cataulin and Robles to the defendant SEJIN.

48. Besides, the defendant SEJIN can no longer enter into such transaction on May 8, 2019 since the Deed of Ab-solute Sale dated March 18, 2019 is already executed and notarized.

49. Thus, the defendants Dahinog, Cataulin and Robles who presented the said document to the plaintiffs are assumed to be the forgers of the said documents and were the ones who benefitted from such transaction.

50. On the other hand, defendant SE-JIN having being dragged down by the alleged wrong doing by the defen-dants must be excluded in the original

complaint.

Dahinog, Cataulin and Robles were the ones who forged the May 8, 2019 deed of absolute sale, which included forging the signature of the authorized signatory of Sejin. Thus, Sejin should not be dragged in this case for it had bought the property in good faith and bought the property in good faith and

for value.
51. In this case, the parties to the Deed of Absolute Sale dated March 18, 2019 executed a valid, legal and enforceable contract. The sale of the subject properties appeared in the public document duly notarized and proper payments were made to the attorneys-in-fact. The defendant SE-JIN exercised due diligence before the sale and full payment was made.

52. The fact remains that the plaintiffs have no evidence whatsoever that the sale happened in bad faith and under fraudulent means. Their claims if they did not receive their shares should be against their attorneys-in-fact, defendants Dahinog, et al. who received the full payment for the sale already.

53. The payments of the purchase price were made in tranches through bank deposits, checks and proper receipts were attached to the records of defendant SEJIN to prove full payment was made.

54. No evidence whatsoever that the sale was executed under fraudulent means. Millions of pesos were paid by the defendant SEJIN to the attorneysin-fact and the fact of these payments were properly recorded.

55. The settled rule is bad faith should be established by clear and convinc-ing evidence since the law always presumes good faith. xxx It imports

a dishonest purpose or some moral obliquity and conscious doing of a wrong. It means breach of a known duty through some motive, interest or ill will that partakes of the nature of fraud. For anyone who claims that someone is in bad faith, the former has the duty to prove such

From the evidence of the plaintiffs, they were not able to attach any evidence that would show bad faith and remains only as bare allegation. Bare allegations which are not supported by any evidence. documentary or otherwise, sufficient to support a claim, fall short to satisfy the degree of proof needed.

56. Thus, there is no truth in fact and in law that the sale was even simulated. The fact remains the company gave away its corporate money in millions of pesos when they purchased the properties and even paid additional real property and government taxes before the transfer of the properties under its name.

57. The High Court even said: "If there exists an actual consideration for transfer evidenced by the alleged act of sale, no matter how inadequate it be, the transaction could not be a simulated sale." No evidence was ever shown by the plaintiffs that the money paid to the attorneys-in-fact was in fact even returned back to the coffers of defendant SEJIN.

58. The fact will always remain that defendant SEJIN paid already the attorneys-in-fact the complete consideration for the sale of the subject properties including PEZA for the unpaid rentals of Phillips Inc. and even the additional payment for the deficiency of real property taxes which were not even included in the consideration under the Deed of Absolute Sale dated March 18, 2019 and prior to the revocation. attornevs-in-fact the complete conand prior to the revocation

59. The legal presumption is in favor of the validity of contracts and the party who impugns its regularity has the burden of proving its simulation.

60. Furthermore, the High Court explained: "xxx, a contract with inadequate consideration may nevertheless embody a true agreement between the parties. A contract of sale is a consensual contract, which becomes valid and binding upon the meeting of minds of the parties on the price and the object of the sale The concept of a simulated sale is thus incompatible with inadequacy of price. When the parties agree on a price as the actual consideration, the sale is no simulated despite the

inadequacy of the price. Gross in-adequacy of price by itself will not result in a void contract. Gross inadequacy of price does not even affect the validity of a contract of sale, unless it signifies a defect in the consent or that the parties acthe consent or that the parties actually intended a donation or some other contract. Inadequacy of cause will not invalidate a contract unless there has been fraud, mistake or un-due influence." None of these things ever happened when the sale took place between the parties. In fact, there was no gross inadequacy of purchase price, defendant SEJIN paid substantial amount of money for the subject properties in millions of pages as argred upon and lions of pesos as agreed upon and as appearing in the Contract to Sell and Deed of Absolute Sale. Defen-dant SEJIN also paid additional real property deficiency taxes before the actual transfer of the subject proper-ties under its name ties under its name

61. The sale is covered by the representations and warranties under the Contract to Sell dated December 28, 2018 and the Deed of Absolute Sale dated March 18, 2019 and the plaintiffs are bound by them. 62. Pars. 4.1 and 4.3 of the Contract to Sell on Representation and War-

ranties are applicable in this case,

Annues are applicable in this case, as follows:

4.1. Representations and Warranties of the SELLERS. XXX:

4.1.1. The SELLERS are the lawful owners of, and have good and marketable title to the SUBJECT

**PROPERTY** 4.1.2. The tax declaration covering the SUBJECT PROPERTY and all documents delivered and/or to be delivered or executed in connection with the transactions contemplated herein, are genuine, valid and sub-

The SELLERS have no knowledge of any law, ruling, regulation or fact, attributable to, or in connection with the title to the SUB-JECT PROPERTY or the right to transfer the same, which will prevent the BUYER from acquiring good and marketable title to the SUBJECT PROPERTY, free or all warrants, interests, liens, encumbrances, options, obligations, liabilities, charges or other burden in favor of third par-

ties.

.3. Survival of Representation and Warranties. The respective covenants, representations and warranties of the parties under paragraphs 4.1 and 4.2 constitute an essential consideration of this Agreement, and shall be true and correct as of date hereof and shall survive the execution of this Agreement and all agreements that shall be executed to implement the transactions con-

templated hereunder."
63. Under pars. 6 and 7 of the Deed of Absolute Sale dated March 18 2019 executed by the parties, the SELLERS Philips Employees war-

rant the following:
"6. SELLERS shall likewise hold
BUYER free and harmless from
any and all claims, suits and actions for damages or liabilities that
may be brought by third parties having adverse claims over the subject ing adverse claims over the subject property as a result of the sale by SELLERS of the subject property to BUYER, and not limited to the claims of lawful occupants which shall be the responsibility of the

SELLERS. 7.That SELLERS hereby bind them-selves to indemnify BUYER for all

damages, expenses and other charges damages, expenses and other charges that may be suffered or incurred by BUYER in the event that the subject property shall be held answerable for any claim or claims which the creditors, heirs and/or other persons may have against SELLERS."

64. All of these representation and warrantied appeared in the Deed of Absolute Sale dated March 18, 2019 notaized by Atty Pedro Geral -Thus in the

rized by Atty. Pedro Geral.-Thus, in the eyes of the law, the defendant SEJIN is a buyer in good faith. Any misrepresentation or any issues that the plaintiffs have with defendants Dahinog, Cataulin and Robles must be resolved by these parties and defendant SE IIN must not parties and defendant SEJIN must not be dragged at all to their conflicts.

65. As stated earlier, a perusal of the complaint filed by Roldan R. Abanilla, et al., collectively known as "Concerned et al., collectively known as "Concerned Philips Employees", they appended another Deed of Absolute Sale allegedly entered into by Philips Exports Industries, Inc. Group of Employees and Sejin Nawoo, Inc. which was allegedly notarized by a certain Atty. Macario Benedicto last May 9, 2019.

66. The signature of Mr. Byungseon Ku was forged in said deed of absolute sale. Using the naked eye doctrine, a perusal of the signature of Mr. Ku with the March 18, 2019 deed of absolute sale and the May 9, 2019 deed of absolute sale, the same is so different, where it is now clear that the signature. where it is very clear that the signature of Mr. Ku was forged.

67. The defendant Sejin paid the total amount of Php110,000,000.00 pesos as stated in the Deed of Absolute Sale, Php4,143,135.41 so that it could secure a clearance from PEZA and P3,443,173.91 for unpaid real estate rs,443,173,91 lot unipard leaf estate tax that the previous owners of the property had failed to pay. All in all, defendant Sejin paid the total amount of ONE MILLION SEVENTEEN FIVE HUNDRED EIGHTY SIX THOUSAND THREE HUNDRED NINE PESCA AND THIRTY TWO CENTAYOS SOS AND THIRTY TWO CENTAVOS (Php117,586,309.32). III. CROSS-CLAIMS

I. That defendant SEJIN incorporates and repleads by reference all the foregoing allegations as may be material to its cross-claims against the plaintiffs.

II. That co-defendants Dahinog, Cataulin and Robles are liable to pay the fol-

lowing just, valid and legitimate claims of defendant SEJIN as damages, to wit: III. That as a result of the filing of this patently baseless, malicious and unjustified complaint and defendant SEJIN was unnecessarily dragged into this litigation and to defend and protects its rights and claims, it was compelled to hire the services of counsel with whom she agreed to pay the amount of P125,000.00 as and for attorney's fees and stands to incur litigation expenses in the amount estimated to at least P300,000.00 and for which co-defendants should be assessed and made liable to pay defendant SEJIN as evidenced by the service agreement and receipts to be issued by the law office.

IV. That considering the malicious, bad faith and unwarranted action of co-defendants Dahinog, Cataulin and Robles in introducing forged Deed of Absolute Sale, defendant SEJIN suffered and continues to suffer from tarnished reputation in the industry for being unjustly dragged into this case, thus defendant SEJIN is entitled to the amount of

P500,000.00 as moral damages.

V. That in order to discourage the execution of forged deed of absolute sale for their own benefit, and by way of serving as an example for the public good, co-defendants Dahinog, Cataulin and Robles should be penalized and assessed exemplary damages in the sum of P500,000.00 or such amount as the Honorable Court may deed war-ranted under the circumstance. WITNESSES FOR THE DEFENDANT

 MS. LUZVIMINDA REYES who will testify that the sale under Deed of Absolute Sale dated March 18, 2019 was perfected and under proper consideration. Attached herewith is the copy of her Judicial Affidavit as Annex "F".

2. Four (4) others.

V. DOCUMENTARY EVIDENCE FOR THE DECEMBANT SELIM

THE DEFENDANT SEJIN

1.Secretary's certificate 2.Answer to the complaint filed by Roldan R. Abanilla et al., Versus Sejin Nawoo, Inc. et al. which shall form part of this cross-claim with all attachments 3.Certification from the Office of the

Clerk of Court 4.Deed of Absolute Sale dated May 8

2019 5.Deed of Absolute Sale entered by the parties on March 19, 2019 notarized be-fore Atty. Pedro Geral. 6.Judicial Affidavit of Luzviminda Reyes

VI PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Hon-

orable Court that:

1.That his CROSS-CLAIMS be AD-MITTED and the instant complaint be DISMISSED as against the defendant

SEJIN. 2.That the CROSS-CLAIMS against co-defendants Dahinog, Cataulin and Robles be GRANTED Defendant SEJIN likewise pray for such

other and further relief as this Honor-able Court may deem just and equitable under the premises.

City of Pasig for Cavite City, March 13,

MANICAD ONG & FALLARME LAW OFFICES
Counsel for the Defendant Sejin Nawoo

Suite 309 Pelbel Bldg. 2019 Shaw Blvd., Pasig City

By: (Signed) JOCELYN A. ONG IBP Lifetime Roll No. 02309 P.T.R. No. 8979030/1-3-23/Pasig City MCLE Compliance No. VII-0002550/02-Attorney's Roll No. 38319 Tel. No. 7621-8616

Email: jao ong@yahoo.com The Branch Clerk of Court Regional Trial Court, Branch 16 - Cavite

Greetings: Please take notice that the undersigned will submit the foregoing omnibus mo-tion for the kind consideration and ap-proval by the Honorable Court upon receipt hereof (Signed)

JOCELYN A. ONG

Copy furnished: Asuncion Abasolo-Pacaldo Pacaldo & Belleza Law Offices 200 D Plaza Soledad Samonte Park, San Roque, 4100 Cavite City

Susan P. Dahinog, Socorro B. Cataulin, Rogelio Robles No. 321 San Juan 1, City of General Trias,

### **EXPLANATION**

The copy of this omnibus motion is being served by registered mail, personal service not being practical due unavailability of office messenger. This is in pursuance to Sec. 11, rule 13 of the 1997 Rules of Procedure.

(Signed) JOCELYN A. ONG

Republic of the Philippines) S.S.

VERIFICATION/ CERTIFICATION

OF NON-FORUM SHOPPING

I, LUZVIMINDA REYES, after having been duly worn in accordance with law, hereby depose and state

1.That I am the authorized representative of SEJIN NAWOO, INC.,

in the above-entitled case.
2.I caused the preparation of the foregoing omnibus motion with leave of court to admit cross-claims against co-defendant Susan P. Da-hinog, Socorro B. Cataulin and Rogelio Robles based on the authority given to me by the Board of Directors of the company.

3.I have read and understood all the allegations contained therein and I hereby certify that they are true and correct of my own per-sonal knowledge based on official and authentic records.

4.That the document is not being presented for any improper purpose, (b) the claims, defenses, and other legal contentions are warranted by existing law of juris-prudence or by non-frivolous argument for modifying or reversing existing jurisprudence, (c) the factual contentions have evidentiary support or will have evidentiary sup-port after availments of the modes of discovery, and (d) denials of facevidence, or reasonably based on belief or lack of information.

(Signed) LUZVIMINDA REYES

SUBSCRIBED AND SWORN TO Defore me this 13 March 2023 at Pasig City. Affiant exhibiting to me her SSS ID No. 04-0416548-1.

(Signed) ATTY. LETICIA M. AMON NOTARY PUBLIC FOR PASIG UNTIL 31 DECEMBER 2023 NOTARIAL APPT. NO. 2 RENEW-AL (2022-2023) ROLL NO. 22188

IBP LIFETIME NO. 04286/01-09-

2003 MCLE NO. VII-0000050/18 JUNE

G/F ARMAL BLDG., URBANO VELASCO AVE., MALINAO, PA-SIG CITY PTR NO. 0112306/01-

Doc. No. 368; Page No. 86; Book No. II;

Series of 2023. WHEREAS, on September 26, 2023, this Court issued an Order with regard said motion, which reads as follows:

"ORDER

For resolution is the Motion to Allow Service of Summons by Publication filed by defendant Seijin Nacation filed by defertion selfill may woo, Inc. praying that it be allowed to serve summons by publication to co-defendants Socorro B. Cataulin and Rogelio Robles since as per return of the summons, said defendants are no longer residents of their last known addresses. Finding merit in defendant Sei-

jin's Motion, the same is hereby GRANTED. The Branch Clerk of Court is hereby directed to issue summons by Publication to defendants SOCORRO B. CATAULIN and ROGELIO ROBLES with respect to defendants SOISING. with respect to defendant Seijin's cross-claims, in accordance with Section 16 Rule 14 of the 2019 Amendments to the Rules on Civil

Moreover, plaintiffs as well as defendant Seijin are allowed to cause a joint publication of the summons of their respective claims against defendants Socorro B. Cataulin and Rogelio Robles to save on

SO ORDERED.

City of Cavite, September 26, 2023.

(Signed)
Ethel R. Andico-Malabanan
Presiding Judge"
WHEREFORE, defendants Socor-

ro B. Cataulin and Rogelio Robles are hereby required to file with the Regional Trial Court, Branch 16, Cavite City, within sixty (60) days after notice their answer to the cross-claims of defendant Seijin Na Woo, Inc., within the same period of time. If they fail to answer within the time aforementioned, the plaintiff will take judgment against them by default and demand from said Court the relief applied for in

the said complaint.
Given at Cavite City, this 26th day of September 2023.

DIANNE LIZA. NGO

CAVITE MONDAY TIMES April 22, 29 & May 6, 2024

Dahil sa tube leak sa dalawang unit ng Pagbilao coal-fired power plant, nag-isyu ng red at yellow alert sa ilang bahagi ng Luzon at Visayas ngayong Martes, ika-16 ng Abril 2024.

Narito ang mga detalye:



# High temperatures, isolated rain showers forecast across Luzon



MANILA - The weather bureau forecast scorching temperatures across Luzon Wednesday as the ridge of a high pressure area continue to affect the eastern section of Northern and Central Luzon.

Temperatures could reach up to 39 °C in Tuguegarao City and up to 35 °C in Metro Manila.

Kalayaan Islands, Puerto Princesa, Laoag, Tagaytay and Zamboanga's temperatures could reach up to 34

The Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA) forecast the heat index, or what the temperature feels like to the human body when relative humidity is combined with air temperature, to reach 44 °C in Dagupan City, Pangasinan and Ambulong, Tanauan, Batangas; 43 °C in Bacnotan, La Union; Sangley Point, Cavite; Pili, Camarines Sur; Iloilo City and Dumangas, Iloilo; and Catarman, Northern Samar; and 42 °C in San Jose, Occidental Mindoro; Aparri, Cagayan; Tuguegarao, Cagayan; Echague, Isabela; Subic Bay, Olongapo; Virac, Catanduanes;

and Tacloban City, Leyte.

PAGASA considers 41 °C to 51 °C heat index as danger level, wherein heat cramps and heat exhaustion are likely. Continued exposure to the sun could likely cause heat stroke.

Meanwhile, PAGASA forecast the trough of a low pressure area (LPA) to bring scattered rain showers and thunderstorms over Davao Region and Soccsksargen.

Moderate to heavy rains in those areas could result in flash floods or landslides.

"The LPA is unlikely to develop into a tropical cyclone. However, its trough will affect the southeastern portion of Mindanao, causing high chances or rains and thunderstorms," PAGASA forecaster Obet Badrina said.

There is a slim chance for the country to experience a tropical cyclone throughout the week, he added.

Badrina said the rest of the archipelago would experience isolated rain showers due to localized thunderstorms.

Light to moderate winds and slight to moderate seas continue to prevail across the country. (PNA)



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REPUBLIC OF THE PHILIPPINES FOURTH JUDICIAL REGION REGIONAL TRIAL COURT OFFICE OF THE CLERK OF COURT CITY OF IMUS, CAVITE

FC CASE NO. 18971-24

EXTRA-JUDICIAL FORECLOSURE OF REAL ESTATE MORTGAGE UNDER ACT 3135 AS AMENDED BY ACT 4118

HOME DEVELOPMENT MUTUAL FUND (PAG-IBIG FUND), Mortgagee,

-versus-

PAMELA MICHELLE AMOR C. BOTE for herself and as Atty.-in-fact of her husband EDGAR B. BOTE, Mortgagors.

## NOTICE OF EXTRA-JUDICIAL SALE

Upon extra-judicial petition for sale under Act 3135 as amended by Act 4118 filed by HOME DEVELOPMENT MUTUAL FUND (otherwise known as PAG-IBIG Fund), mortgagee, with principal office at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City, against PAMELA MICHELLE AMOR C. BOTE for herself and as Atty.-in-fact of her husband EDGAR B. BOTE, mortgagors, with residence and postal address at 5334 Moras St., Brgy. San Dionisio, Parañaque City and/or Lot 09 Block 38, Green Estate, Ph. 1, Barangay Malagasang, Imus, Cavite, to satisfy the mortgage indebtedness which as of March 20, 2024 amounts to FIVE HUNDRED NINETY THREE THOUSAND EIGHT HUNDRED ONE PESOS and 22/100 (P 593,801.22) Philippine Currency, including interest and penalty charges but excluding attorney's fees, sheriff's fees and all other charges incidental to this foreclosure and sale, the undersigned Sheriff IV will sell at public auction on May 7, 2024 at 10:00 a.m. or soon thereafter at the main entrance of the Office of the Clerk of Court, RTC-Imus, Bulwagan Ng Katarungan, Aguinaldo Highway, Imus, Cavite, to the highest bidder, for CASH and in Philippine Currency, the following property with all the improvements therein, to wit;

### TRANSFER CERTIFICATE OF TITLE NO. 057-2015050065

"A PARCEL OF LAND (LOT 9, BLOCK 38, OF THE CONSOLIDATION- SUBDIVISION PLAN, PCS-04-026285, BEING A PORTION OF THE CONSOLIDATION OF LOT 1877 IMUS ESTATE (RS-04-004971), LOT 1880 IMUS ESTATE (RS-04-004970) & LOT 1876-A (LRC) PSD-6794, LRC RECORD NO. 8843), SITUATED IN THE BARANGAY OF MALAGASANG, MUNICIPALITY OF IMUS, PROVINCE OF CAVITE, ISLAND OF LUZON. BOUNDED ON THE NW., ALONG LINE 1-2 BY LOT 11, BLOCK 38, ON THE NE., ALONG LINE 2-3 BY ROAD LOT 36; ON THE SE., ALONG LINE 3-4 BY LOT 7; AND ON THE SW., ALONG LINE 4-1 BY LOT 10, BOTH OF BLOCK 38, ALL OF THE CONSOLIDATION-SUBDIVISION PLAN. X X X CONTAINING AN AREA OF THIRTY SIX (36) SO M X X X"

All sealed bid must be submitted to the undersigned on the above stated time and date.

In the event the public auction should not take place on the said date, it shall be held on May 14, 2024 without prior notice.

Prospective bidders/buyers are hereby enjoined to investigate for themselves the title to the said property and encumbrances thereon if any there be.

Imus, Cavite, Philippines, March 26, 2024.

ISRAEL S. MEDINA Sheriff IV

APPROVED:

ARMIE A. FRANCISCO Clerk of Court VI

Copy Furnished:

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Paglibig Fund)

The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City

ATTY. RIZALDY F. DE LEON Attorney-In-Fact, Bernales & Associates Suite 6 Third Floor, A. Francisco Gold Condominium 1, 784 EDSA West Kamias District, Quezon City

Sps. PAMELA MICHELLE AMOR C. BOTE and EDGAR B. BOTE 5334 Moras St., Brgy. San Dionisio, Parañaque City and/or Lot 09 Block 38, Green Estate, Ph. 1, Barangay Malagasang, Imus, Cavite

CAVITE MONDAY TIMES
Date of Publication: April 8, 15, 22, 2024

REPUBLIC OF THE PHILIPPINES
REGIONAL TRIAL COURT
FOURTH JUDICIAL REGION
OFFICE OF THE CLERK OF COURT
AND EX-OFFICIO SHERIFF
NAIC CAVITE

HOME DEVELOPMENT MUTUAL FUND Petitioner-Mortgagee,

-versus-

FNC 2023-776

ROMER GUDACA PEÑOSA, Married to HELEN DOSDOS PEÑOSA, Respondent-Mortgagors.

NOTICE OF EXTRA-JUDICIAL SALE

WHEREAS, upon Extra-Judicial Petition for Sale under Act No. 3135 as amended by the Act No. 4118, filed by HOME DE-VELOPMENT MUTUAL FUND, Mortgagee, with postal address at The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City against ROMER GUDACA PEÑOSA married to HELEN DOSDOS PEÑOSA, Mortgagors, with postal address at BNS NFSU Fort Bonifacio, Taguig City, to satisfy the mortgage indebtedness which as of February 20, 2024, amounted to TWO HUNDRED TWO THOUSAND TWO HUNDRED THIRTY-FOUR PESOS AND 25/100 (Php 202,234.25) Philippine Currency, excluding penalties, Attorney's Fees and expenses of the foreclosure, the undersigned authorized Sheriff IV, will sell at public auction on April 29, 2024 at 9:00 in the morning or soon thereafter at the Regional Trial Court, Naic Cavite, to the highest bidder in CASH or MANAGER'S CHECK and Philippine Currency the property with all the improvements thereon, to wit:

TRANSFER CERTIFICATE OF TITLE NO. 057-2012008510

IT IS HEREBY CERTIFIED that a certain land situated in BARANGAY TIMALAN, MUNICIPALITY OF NAIC, PROVINCE OF CAVITE, ISLAND OF LUZON, bounded and described as follows:

A PARCEL OF LAND (LOT 22 BLOCK 7, OF THE CONSOLIDATION SUBDIVISION PLAN PSD-04-181259, BEING A PORTION OF LOT 4, PCS-04-021231, L.R.C. RECORD NO.), SITUATED IN BARANGAY TIMALAN, MUNICIPALITY OF NAIC, PROVINCE OF CAVITE, ISLAND OF LUZON BOUNDED ON THE SW ALONG LINE 1-2 BY LOT 4 BLOCK 7; ON THE NW ALONG LINE 2-3 BY LOT 21 BLOCK 7; ON THE NE ALONG LINE 3-4 BY ROAD 6; AND ON THE SE ALONG LINE 4-1 BY LOT 23 BLOCK 7, ALL OF THE CONSOLIDATION SUBDIVISION PLAN. BEGINNING AT A POINT MARKED "1" ON PLAN, BEING S 58 DEG. 33"E, 647.99 M. FROM MON 17 NAIC ESTATE, THENCE; N 19 DEG. 39"W, 4.00 M. TO POINT 2; N 70 DEG. 21"E, 9.00 M. TO POINT 3; S 19 DEG. 39"E, 4.00 M. TO POINT 4; S 70 DEG. 21"W, 9.00 M. TO POINT OF BEGINNING, CONTAINING AN AREA OF THIRTY-SIX (36) SQUARE METERS MORE OR LESS X X X.

Prospective bidders are hereby enjoined to investigate for themselves the title of the above-described property and the encumbrance existing thereon if any there be.

All sealed bids must be submitted to the undersigned on the abovestated time and date.

In the event the public auction should not take place on the said date, it shall be held on May 6, 2024, at the same time and the same place mentioned above without further notice.

Municipality of Naic, Province of Cavite, March 25, 2024.

JANELLE V. LAGADON, MBA Sheriff IV

Copy furnished:

HOME DEVELOPMENT MUTUAL FUND - The Petron Mega Plaza Building, No. 358 Sen. Gil Puyat Avenue, Makati City

Romer Gudaca Peñosa married to Helen Dosdos Peñosa BNS NFSU Fort Bonifacio, Taguig City Lot 22, Block 7, Phase I-B, Cuidad Nuevo, Brgy. Timalan, Naic, Cavite

Maria Victoria D. Capiral c/o Pompeyo P. Maynigo, Attorney-In-Fact, Vision Credit & Collection Services Incorporated, JRDC Building 117 Sen. Gil J. Puyat Ave., Pasay City

CAVITE MONDAY TIMES
Date of Publication: April 8, 15, 22, 2024

Republic of the Philippines Fourth Judicial Region REGIONAL TRIAL COURT BRANCH 112 City of Bacoor, Cavite

LRC CASE NO. 8843-2023-92

IN RE:

PETITION FOR ISSUANCE OWNER'S DUPLICATE COPY OF TRANSFER CERTIFICATE OF TITLE NO. T-45935 OF THE REGISTER OF DEEDS FOR THE PROVINCE OF CAVITE

MARCIANA D. BECHAVE, petitioner, represented by EDRALIN PEÑA DELA CRUZ as Attorney-in-fact, Petitioner.

-----X

ORDER

This is a petition instituted by Marciana D. Bechave represented by her Attorney-in-fact Edralin Peña Dela Cruz for issuance of Owner's Duplicate Copy of Transfer Certificate of Title No. T-45935 of the Register of Deeds for the Province of Cavite.

NOTICE IS GIVEN that said petition is set for hearing on May 31, 2024 at 1:30 o'clock in the afternoon. All those interested are cited to appear and show cause why the same should not be granted.

Let this Order be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the Province of Cavite.

The Sheriff of this Court is ordered to post copies of this Order in three conspicuous places in the Register of Deeds of Bacoor, City Hall of Bacoor, and Hall of Justice of Bacoor.

Furnish copies of this Order and Petition to Register of Deeds of Bacoor and Register of Deeds of Province of Cavite

SO ORDERED.

Given in open court this 13th day of March 2024 in the City of Bacoor, Cavite.

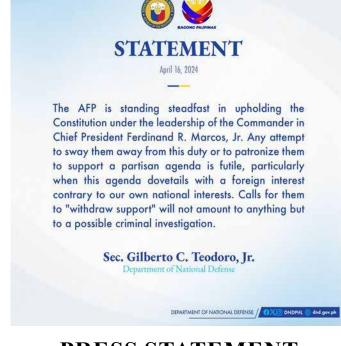
AMALIA S. GUMAPOS-RICABLANCA Presiding Judge

Copy Furnished:

- 1. BAWALAN LAW OFFICE/ATTY. JOSE R. BAWALAN Unit 1-A and 1-B, Digma's Commercial Center, Brgy. Luciano, Trece Martires City, Cavite /0968-598-5044/bawalan\_lawoffice@yahoo.
- 2. Office of The City Prosecutor dcpbacoor@gmail.com
- 3. Registry Of Deeds of Bacoor City- rdbacoorcity@gmail.com
- 4. Registry Of Deeds Cavite Trece Martirez City, Cavite

Contact us at 0916-645-3912/(046) 511-9462 Email: rtc1bcr112@judiciary.gov.ph

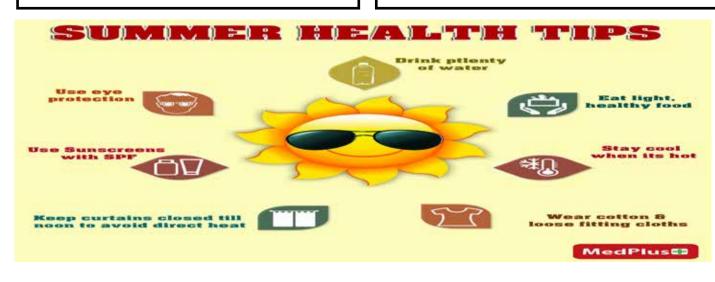
CAVITE MONDAY TIMES
Date of Publication: April 8, 15, 22, 2024



# PRESS STATEMENT

The AFP is standing steadfast in upholding the Constitution under the leadership of the Commander in Chief President Ferdinand R. Marcos, Jr. Any attempt to sway them away from this duty or to patronize them to support a partisan agenda is futile, particularly when this agenda dovetails with a foreign interest contrary to our own national interests. Calls for them to "withdraw support" will not amount to anything but to a possible criminal investigation.

Sec. Gilberto C. Teodoro, Jr. Department of National Defense



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**APRIL 22-28, 2024** 

VOL. 22 NO. 34 P15. 00





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