

# Calabarzon records highest number of colorum vehicles in April - LTO

MANILA – The Land Transportation Office (LTO) has apprehended a total of 248 vehicles nationwide in its intensi-

sified anti-colorum campaign for April. Region 4-A (Calabarzon) recorded the highest number of

apprehensions with a total of 101. In a statement on Friday, LTO chief Assistant Secretary Vigor

Mendoza II said collated data from all regions showed a total of 84 vans were apprehended for providing public

transport service without the necessary permit from the Land Transportation Franchising and Regula-

tory Board (LTFRB).

About 20 trucks, 12 passenger

**TURN TO PAGE 3**

ISSN 2651-6845

# Monday Times Cavite

crusading militant truthful

MAY 6-12, 2024 RE-ENTERED AS SECOND CLASS MAIL NO. 2011-37 AT BACOR POST OFFICE, CAVITE DATED MARCH 31, 2011 VOL 22 NO. 36 P15.00

**PAGASA**  
warns of  
dangerous  
heat index  
in 30  
areas

SEE PAGE 3

# CHIKITING LIGTAS 2024 BPOV SIA, INILUNSAK SA CITY OF CARMONA

Matagumpay na inilunsad ng Department of Health (DOH) Center for Health Development CALABARZON at pamahalaang lungsod ng Carmona ang Chikiting Ligtas 2024: bivalent Oral Polio Supplemental Immunization Activity (bOPV SIA) sa Alvarez Covered Court, Maduya Health Station sa Barangay Maduya noong Martes, Abril 30.



Ayon sa City Health Office, hindi bababa sa 118 kabataan ang napatakan ng oral polio at nabigyan ng freebies gaya ng loot bags, bigas at libreng pagkain gaya ng ice cream, ice

candy at lugaw. Magsisimula naman ngayong buwan hanggang Hunyo ang door-to-door patak kontra polio sa lahat ng batang edad 6 weeks hanggang 59 months

old. | via Dr. Dahlia A. Loyola #BagongPilipinas #HealthyPilipinas #ChikitingLigtas2024 #bOPVSIA2024



Namahagi ng e-bike ang pamahalaang lungsod ng Cavite para sa 12 drug cleared barangay noong Martes, Abril 30. Personal na pinangunahan ni Mayor Denver Chua ang pamamahagi ng e-bikes para sa Barangay 9,11,20,21, 33, 38M, 40, 45A, 46, 50, 55, at 61M. Sa isang Facebook post, ipinahayag ni Chua ang pag-asa ng pamahalaang lungsod na makakatulong ang mga bagong E-BIKE upang mapanatili ang katahimikan at kaayusan sa bawat barangay at maging magandang halimbawa upang tuluyan nang silang maging drug-cleared city. | via Denver Chua #Bagong-Pilipinas



# TULAY

BRIDGE PEOPLE, BUSINESS AND GOVERNMENT

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Sundays

12:00nn-12:30pm





Anti-Red Tape Authority (ARTA) headed by Secretary Ernesto V. Perez awarded this afternoon a Certificate of Commendation to the City Government of Bacoor under the leadership of Mayor Strike Revilla for being one of the exemplary Local Government Units in the streamlining and simplification of business permitted and licensing procedures and fully setting up an Electronic Business One- Stop Shop (eBOSS) in compliance with ARTA, DTI, DILG, and DICT joint Memorandum Circular No. 01 series of 2021 and Republic Act No. 11032 or the so-called Ease if Ding Business and Efficient Government Service Delivery Act of 2018 providing quality and efficient service to the public. | via Ruel Francisco - PIA Cavite, Sid #BagongPilipinas

**Happy Labor Day**

**Pinalawak at mga Bagong Benepisyo para sa Mamamayang Pilipino**

Kaisa ang PhilHealth sa sumasaludo sa Hanay ng mga Manggagawa. Salamat sa inyong taos-pusong paglilingkod. **Mabuhay kayo!**

PhilHealth logo and contact information.

**Monday Times**

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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,

-versus-  
JAIME Z. CIRON,  
Mortgagor.  
X-----X

**NOTICE OF EXTRA-JUDICIAL SALE**

Upon Extra-judicial foreclosure sale under Act 3135, as Amended by Act No. 4118, filed by Mortgagee, HOME DEVELOPMENT MUTUAL 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 the 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 & 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 age, Filipino.  
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 DESTROY THIS NOTICE OF SHERIFF'S SALE ON OR BEFORE THE DATE OF THE AUCTION SALE UNDER THE PENALTY OF LAW

Note:  
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

**ERRATUM**

IN EJF NO. TG-23-149, HOME DEVELOPMENT MUTUAL FUND VS. JAIME Z. CIRON PUBLISHED AT CAVITE MONDAY TIMES DATED APRIL 22 and 29, 2024. THE being a portion of cons., IT SHOULD BE, being a portion of the cons. And THE WORD survey June 1-3, 1998 and was approved on Aug. 21, 1998, IT SHOULD BE survey, June 1-3, 1998 & was approved on Aug. 21, 1998.

Cavite Monday Times  
May 6, 2024

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

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

FC CASE NO. 18984-24

RIZAL COMMERCIAL BANKING CORPORATION,  
Mortgagee,

- versus -

JENNA ROJAS GARCES, Mortgagor,  
X-----X

**NOTICE OF EXTRA-JUDICIAL SALE**

Upon extra-judicial petition for sale under Act 3135 as amended by Act 4118 filed by RIZAL COMMERCIAL BANKING CORPORATION, mortgagee, with principal place of business at 28th Floor AT Yuchengco Centre, 25th & 26th Streets, Bonifacio Global City, Taguig City against JENNA ROJAS GARCES, mortgagors, with residential and postal address at Block 11 Lot 9 Siena Villas, Bacoor, Cavite & Block 18 Lot 16 Camella Bukandala 4, Bucandala, Imus City, Cavite, to satisfy the mortgage indebtedness which as of April 3, 2024 amounts to ONE MILLION FORTY FOUR THOUSAND SIX HUNDRED FORTY SEVEN PESOS & 87/100 (P1,044,647.87), Philippine Currency, excluding interest and penalties, attorney's fees, sheriff's fees and all other charges incidental to this foreclosure and sale the undersigned will sell at public auction on MAY 21, 2024 at 10:00 A.M. or soon thereafter at the main entrance of the Office of the Clerk of Court, RTC, Hall of Justice, Aguinaldo Highway, Imus, Cavite, to the highest bidder, for CASH and in Philippine Currency, the following property with all improvements therein, to wit:

TRANSFER CERTIFICATE OF TITLE NO. 057-2021010449

"x x x that certain land situated in BARANGAY OF BUCANDALA, CITY OF IMUS, PROVINCE OF CAVITE, ISLAND OF LUZON, bounded and described as follows:

LOT NO: 16, BLOCK NO: 18 PLAN NO: PCS-04-030899

PORTION OF: LOT 6225-B, (LRC) PSD-299358, LOTS 1712-A & 1712-B, PSD-04-173115, LOT 1714-C, PSD-04-053076; LRC REC NO. 8843

LOCATION: BARANGAY OF BUCANDALA, CITY OF IMUS, PROVINCE OF CAVITE, ISLAND OF LUZON

BOUNDARIES:

LINE	DIRECTION	ADJOINING LOT(S)
1-2	NW	ROAD LOT 18, PCS-04-030899
2-3	NE	LOT 15, BLOCK 18, PCS-04-030899
3-4	SE	LOT 1714-B, PSD-04-053076
4-1	SW	LOT 17, BLOCK 18, PCS-04-030899

AREA: FORTY SQUARE METERS (40), MORE OR LESS. X X X"

All sealed bids 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 and time, it shall be held on MAY 14, 2024 without further notice.

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

Imus, Cavite, April 16, 2024

WILMAR M. DE VILLA  
Sheriff IV

APPROVED:

ARMIE A. FRANCISCO  
CLERK OF COURT VI

COPY FURNISHED:

RIZAL COMMERCIAL BANKING CORPORATION,  
28th Floor AT Yuchengco Centre, 25th & 26th Sts., Bonifacio Global City, Taguig City 1634

JENNA ROJAS GARCES  
Block 11 Lot 9 Siena Villas, Bacoor, Cavite and/or  
Block 18 Lot 16 Camella Bukandala 4,  
Bucandala, Imus, Cavite

Publication: Cavite Monday Times  
Dates: April 29, May 6, 13, 2024

**Healthy Living: 10 Health Tips for Senior's**

- Exercise Regularly
- Eat Healthy
- Reduce Stress
- Drink Plenty of Water



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-23-160

FOR: Extra-Judicial Foreclosure  
of Real  
Estate Mortgage under Act No. 3135, as  
amended by Act No. 4118

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

-versus-

WILLY C. YAYA married to  
MERIAM S. YAYA,  
Respondents/Mortgagors.

X-----X

NOTICE OF EXTRA-JUDICIAL SALE

Upon Extra-judicial foreclosure sale under Act 3135, as Amended by Act No. 4118, filed by Petitioner/Mortgagee, Home Development Mutual 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 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 executed and notarized on July 30, 1998 by Respondents/Mortgagors, WILLY C. YAYA married to MERIAM S. YAYA, both of legal age, Filipino citizens, with residence and postal addresses at (1) Lot 16 Block 6 Don Aguedo Subdivision, Sucat, Parañaque City, Metro Manila and (2) Lot 10 Block 34 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-808961) 16579, of the Registry of Deeds for Tagaytay City, in order to satisfy the outstanding loan obligation of the Respondents/Mortgagors in the amount of TWO HUNDRED SEVENTY-FOUR THOUSAND TWO HUNDRED FOUR PESOS and 00/100 (Php 274,204.00) inclusive of interest, penalties 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, Rhiz Sañel C. Toledo, will sell at public auction on June 11, 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-808961) 16579  
Registry of Deeds for Tagaytay City

"IT IS HEREBY CERTIFIED that certain land is situated in the MUN. OF SILANG, PROV. OF CAVITE, bounded and described as follows:

A PARCEL OF LAND (LOT 10 BLK. 34 OF THE CONS./SUBD. PLAN PCS-04-012899. BEING A PORTION OF LOT 8014, 8015, 8017, 8018, CAD. 452-D, SILANG CAD, LOTS 8016-A TO 8016-H, CSD-04-006071-D, LOT 15709-A, CSD-042118-012810-D & LOT BLK. 71, PCS-04- 011250, LRC REC. NO. ), SITUATED IN THE BRGY. OF TARTARIA, MUN. OF SILANG, PROV. OF CAVITE. BOUNDED ON THE NW., ALONG LINE 1-2 BY LOT 31; ON THE NE., ALONG LINE 2-3 BY LOT 9 BOTH OF BLK. 34; ON THE SE., ALONG LINE 3-4 BY RD. LOT 26 (8.00 M. WIDE); AND ON THE SW., ALONG LINE 4-1 BY LOT 11 OF BLK. 34, ALL OF THE CONS./SUBD. PLAN. BEGINNING AT A PT. MARKED "1" ON PLAN BEING S. 65 DEG. 10'E., 5047.89 M. FROM BLLM NO. 1, CAD. 452-D, SILANG CAD. THENCE N. 68 DEG. 26'E., 4.50 M. TO PT. 2; THENCE S. 21 DEG. 34'E., 10.00 M. TO PT. 3; THENCE S. 68 DEG. 26'W., 4.50 M. TO PT. 4; THENCE N. 21 DEG. 34'W., 10.00 M. TO PT. 1; BEGINNING, CONTAINING AN AREA OF FORTY FIVE (45) 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 DEC. 7, 1973-DEC. 4, 1975 AND THAT OF THE SUBD. SURVEY AUG. 1-30, 1997 AND WAS APPROVED ON DEC. 5, 1997. is registered in accordance with the provisions of the Property Registration Decree in the name of WILLY C. YAYA, married to MERIAM S. YAYA, married, both of legal age, Filipino.

In the event the public auction should not take place on the said date, it shall be held on JUNE 18, 2024, without further notice. Prospective bidders or buyers are hereby enjoined to investigate and verify for themselves the TRANSFER CERTIFICATE OF TITLE NO. (T-808961) 16579 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 4, 2024.

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

RHIZ SAÑEL C. TOLEDO  
Sheriff-In-Charge

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Note:  
Publication was awarded to: CAVITE MONDAY TIMES  
Date of Publication: April 29, May 6 & 13, 2024

Copy Furnished:

HOME DEVELOPMENT MUTUAL FUND (otherwise known as Pag-IBIG Fund)  
Petitioner/Mortgagee  
The Petron Mega Plaza Bldg.,  
No. 358 Sen. Gil Puyat Avenue, Makati City

MARIA VICTORIA D. CAPIRAL  
C/O PAULINO E. CASES, JR.  
Attorney-in-Fact of the Mortgagee  
c/o Cases Chun & Associates Law Offices  
6th Floor JELP Business Solutions Building,  
409 Addition Hills, Shaw Boulevard, Mandaluyong City

WILLY C. YAYA, married to MERIAM S. YAYA  
Respondent/Mortgagor  
Lot 16 Block 6 Don Aguedo Subdivision,  
Sucat, Parañaque City, Metro Manila

PAGASA warns of dangerous heat index in 30 areas



MANILA – The Philippine Atmospheric, Geophysical and Astronomical Services Administration (PAGASA) warned of dangerous heat index levels in 30 areas across the country on Saturday.

Based on the weather bureau's forecast, the following areas may have a heat index ranging from 42°C to 47°C:

- NAIA Pasay City, Metro Manila – 42°C
- Sinait, Ilocos Sur – 42°C
- Laoag City, Ilocos Norte – 45°C
- Dagupan City, Pangasinan – 47°C
- MMSU, Batac, Ilocos Norte – 43°C
- Bacnotan, La Union – 44°C
- Aparri, Cagayan – 46°C
- Tuguegarao City, Cagayan – 43°C
- ISU Echague, Isabela – 42°C
- Iba, Zambales – 44°C
- Casiguran, Aurora – 42°C
- Cubi Pt. Subic Bay Olongapo City – 42°C
- Ambulong, Tanauan, Batangas – 42°C
- Infanta, Quezon – 42°C
- San Jose, Occidental Mindoro – 42°C
- Puerto Princesa City, Palawan – 44°C
- Aborlan, Palawan – 43°C
- Cuyo, Palawan – 42°C
- Virac (Synop), Catanduanes – 44°C
- Masbate City, Masbate – 42°C
- CBSUA-Pili, Camarines Sur – 44°C
- Roxas City Capiz – 42°C
- Dumangas, Iloilo – 43°C
- La Granja, La Carlota, Negros Occidental – 42°C

- Catarman, Northern Samar – 43°C
- Borongan, Eastern Samar – 42°C
- Guiuan, Eastern Samar – 42°C
- Zamboanga City, Zamboanga del Sur – 42°C
- Cotabato City, Maguindanao – 42°C
- Butuan City, Agusan del Norte – 43°C

PAGASA said heat index is what the temperature feels like to the human body when relative humidity is combined with the air temperature.

The weather bureau advised the public to limit the time spent outdoors, especially at noon, and drink plenty of water.

People going outdoors are reminded to use umbrellas, or wear hats and sleeved clothing.

PAGASA said the Davao Region and Sarangani will experience cloudy skies with scattered rain showers and thunderstorms due to the easterlies.

Metro Manila and the rest of the country will have partly cloudy to cloudy skies with isolated rain showers or thunderstorms.

The whole archipelago will have light to moderate winds and slight to moderate seas. (PNA)



SA BAYAN NG ROSARIO, LAHAT MAY TRABAHO

Isang malaking tagumpay ang idinaos na job fair sa SM-Rosario ngayong araw, May 2, 2024 na pinamagatang "Sa Bayan ng Rosario, Lahat May Trabaho". Ang nasabing kaganapan ay inorganisa ng Public Employment Service Office (PESO), bilang tugon sa lumalaking pangangailangan ng trabaho sa bayan.

Pinangunahan ni Mike Giongco, na kumakatawan kay Mayor Jose Voltaire V. Ricafrente, para sa naturang job fair.

Binigyang-diin ni Giongco ang kahalagahan ng pagbibigay ng pantay na oportunidad sa trabaho para sa lahat ng mamamayan, kasama na ang mga may edad na.

Sinabi niya na ang job fair ay isang mahalagang hakbang patungo sa pag-unlad ng ekonomiya ng Rosario at sa pagpapabuti ng buhay ng bawat isa.

Ang job fair ay nag-alok ng iba't ibang oportunidad mula sa mga lokal na kumpanya hanggang abroad. Higit 33 na kumpanya rin ang nakilahok sa nasabing programa. Samantala, aabot sa 856 na mga aplikante ang dumalo, habang 23 katao naman ang na-hire on the spot at marami sa kanila ay umuwi na puno ng pagasa sa buhay.

Sa pagsasara ng kaganapan, ipinahayag ng PESO ang kanilang kasiyahan sa mataas na bilang ng mga dumalo at sa positibong tugon ng mga kumpanyang lumahok.

Nagpahayag din sila ng kanilang patuloy na suporta sa pagbibigay ng mga ganitong uri ng oportunidad para sa ikauunlad ng mga taga-Rosario. | via Ruel Francisco - PIA Cavite, Sid -

Calabarzon records highest number of colorum vehicles in April - LTO ...from page 1

jeepneys, 10 buses, and 93 motorcycles were apprehended for various offenses.

"We will continue our campaign to send a message to the operators and drivers of colorum vehicles that we will not stop until they are held accountable for their illegal operations," Mendoza said.

A total of 57 vehicles were also impounded for serious offenses such as using motor

vehicles for public transport without necessary permits.

"This is also our contribution to the government's continuous efforts to ensure the safety of all road users," Mendoza said.

He called on the public to report colorum or unregistered vehicles, especially those offering public transport services, as well as those violating other traffic rules. (PNA)



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ID 2110-0073A-K0166RRV20000-3 COMELEC INDANG CAVITE (Signed) JOSIELYN R. TRONOFELIPE VOTER'S ID 2117-0045A-L1868JRT 20001-8 (Signed) CONCHITA E. DEL ROSARIO SSS# 03-9560293-5 (Signed) VIRGINIA E. BATULA SSS - 03-9256816-6 (Signed) IMELDA R. DE GUZMAN 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. CIT ID 27364-OSCA TANZA CAVITE (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 CAVITE (Signed) RUTH D. LOGRO BRGY ID 011-2016 BIWAS TANZA CAVITE (Signed) LORENDRA R. MOLINA VOTER'S ID 2117-0050A-E1374LRM20002-8 (Signed) FILIPINA H. MOLINA VOTER'S ID L1363FHM20001-0 2115-0059A-COMELEC NAIC CAVITE COMELEC ROSARIO CAVITE (Signed) BUENAFE B. MARIN SSS # 33-0877313-3 (Signed) CHRISTINA C. MARTE SSS-33-0693435-6 (Signed) FELISA C. PAREJA

MCLE Compliance No. VI-008025 / 4-30-18 200D Plaza Soledad, Samonte Park San Roque, Cavite City 4100 WHEREAS, on March 15, 2023, defendant Sejin Na Woo, Inc., through its counsel, filed an "Omnibus Motion with Leave of Court to Admit Cross-Claims Against co-defendants Susan P. Dahinog, Socorro B. Cataulin and Rogelio Robles", which reads as follows, to wit; Comes now, the defendant SEJIN NAWOO, INC. (SEJIN) for brevity, through the undersigned counsel and to this Honorable Court, most respectfully states the following, I. PREFATORY STATEMENTS 1. Under the Revised Rules on Civil Procedure under A.M. No. 19-10-20-SC 2019, the Rules provides as follows: (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 otherwise authorized by law or these Rules, every action must be prosecuted or defendant in the name of the real party in interest. (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 original claim. 2. In the original complaint, defendants SUSAN P. DAHINO, SOCORRO B. CATAULIN AND ROGELIO ROBLES as co-defendants of defendant SEJIN NAWOO, INC. Meanwhile, after a careful review of their answer/s and other pleadings to the Honorable court, it appears that defendant SEJIN NAWOO, INC. have a cross-claim against the said defendants and for introducing forged Deed of Absolute Sale where even the signature of 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. DAHINO, SOCORRO B. CATAULIN AND ROGELIO ROBLES. II. BASIS OF CROSS CLAIM AGAINST DEFENDANTS SUSAN P. DAHINO, SOCORRO B. CATAULIN AND ROGELIO ROBLES 1. That as a preliminary, defendant SEJIN 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, 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 Pphp110,000,000.00 and duly covered by a Deed of Absolute Sale dated March 18, 2019. 2. Meanwhile, DEFENDANTS SUSAN P. DAHINO, SOCORRO B. CATAULIN AND ROGELIO ROBLES are the co-defendants in the original case filed by ROLDAN R. ABANILLA, ET AL., COLLECTIVELY KNOWN AS "CONCERNED PHILIPS EMPLOYEES" now being heard by the Honorable Court. 3. That record shows that PLAINTIFFS AND DEFENDANT SEJIN ADMIT THE DUE EXECUTION OF A SPECIAL POWER OF ATTORNEY IN FAVOR OF SUSAN P. DAHINO, MARIA SOCORRO CATAULIN AND ROGELIO ROBLES TO SELL THE PROPERTIES SUBJECT MATTER OF THE ORIGINAL COMPLAINT. 4. That from their own admission of the plaintiffs, they had authorized the co-defendants 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 Roldan R. Abanilla et al., versus Sejin Nawoo, Inc. et al. which shall form part of this cross claim as Annex "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 SEJIN 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 NIRC 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 thereof." 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 Pphp110,000,000 was stated: "The purchase price shall be payable as follows: 3.1 The SELLERS hereby acknowledge 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 property. 3.2 Simultaneous with the execution of this Agreement the BUYER shall pay the SELLERS the amount of FIFTY TWO MILLION PESOS (P52,000,000.00), in the form of Managers Check, subject to the submission of the following documents: xxx 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 Pphp75,000,000.00 as stated in the Answer with the corresponding annexes. An acknowledgment receipt was executed by Susan P. Dahinog, Socorro Cataulin and Rogelio Robles as to the receipt of Pphp21,000,000; Pphp31,000,000 and Pphp18,000,000.00. Said acknowledgment provided a note that the Pphp18,000,000 will be deposited in the bank account under the name of Susan Dahinog, to be used to pay for all the taxes, etc. 11. As stated in par. 3.4 of the Contract to Sell, Sejin had likewise paid to PEZA the total amount of Pphp35,000,000.00 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 Sejin. However, to the damage of SEJIN, PEZA would not issue the needed clearance for there were other indebtedness 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 (Pphp110,000,000.00), a Deed of Absolute Sale was entered on March 18, 2019. Said Deed of Absolute 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. Geraii, who issued 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 provides: "By the contract of sale one of the contracting parties obligates himself to transfer the ownership and to deliver a determinate 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 equivalent. 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 Sejin, who in turn paid the amount of Pphp110,000,000.00. 18. Thus, the controlling Deed of Absolute Sale between Sejin and co-defendants 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 trated in tal nhe tax delendant 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, 2018, turning over to SEJIN all the properties subject matter of this complaint. 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. 28. While it is true that the principals/plaintiffs can revoke the authority of the law, the fact also remains that the alleged revocation or cancellation 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 Geraii on March 18, 2019. 29. 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. 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-defendants 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 Geraii. 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 Geraii. 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 Geraii became the legal document that transferred 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 Absolute 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 SEJIN having being dragged down by the alleged wrong doing by the defendants 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 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 SEJIN 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 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/transfefer, 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 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. 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 Pphp110 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-defendants. 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 the law, the fact also remains that the alleged revocation or cancellation 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 Geraii on March 18, 2019. 43. 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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. Of attorneys-in-fact the complete contents of this sale of the subject properties including PEZA for the unpaid rentals of Philips 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. 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 not simulated despite the inadequacy of the price. Gross inadequacy 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 actually intended a donation or some other contract. Inadequacy of cause will not invalidate a contract unless there has been fraud, mistake or undue 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 pesos as agreed upon and as appearing in the Contract to Sell and Deed of Absolute Sale. Defendant SEJIN also paid additional real property deficiency taxes before the actual transfer of the subject properties 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 Warranties 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 subsisting. 4.1.3. The SELLERS have no knowledge of any law, ruling, regulation or fact, attributable to, or in connection with the title to the SUBJECT 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 warranties, interests, liens, encumbrances, options, obligations, liabilities, charges or other burden in favor of third parties. X X X X X X X 4.3. 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 contemplated 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 warrant 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 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 themselves to indemnify BUYER for all



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 warranted appeared in the Deed of Absolute Sale dated March 18, 2019 notarized 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 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 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 very clear that the signature of Mr. Ku was forged.

67. The defendant Sejin paid the total amount of P110,000,000.00 pesos as stated in the Deed of Absolute Sale, P110,000,000.00 so that it could secure a clearance from PEZA and P3,443,173.91 for unpaid real 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 PESOS AND THIRTY TWO CENTAVOS (P11,586,309.32).

III. CROSS-CLAIMS  
I. That defendant SEJIN incorporates and pleads 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 following 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 protect 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 deem warranted under the circumstance.

WITNESSES FOR THE DEFENDANT SEJIN

1. 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 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 before Atty. Pedro Geral.  
6. Judicial Affidavit of Luzviminda Reyes VI. PRAYER

WHEREFORE, premises considered, it is most respectfully prayed of this Honorable Court that:  
1. That his CROSS-CLAIMS be ADMITTED 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 Honorable Court may deem just and equitable under the premises.

City of Pasig for Cavite City, March 13, 2022.

MANICAD ONG & FALLARME LAW OFFICES  
Counsel for the Defendant Sejin Nawoo Inc.  
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-0002550/02-24-20  
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 City  
Greetings:  
Please take notice that the undersigned will submit the foregoing omnibus motion for the kind consideration and approval by the Honorable Court upon receipt hereof.  
(Signed)

JOCELYN A. ONG

Copy furnished:  
Atty. 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, Cavite

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.  
Pasig City

VERIFICATION/ CERTIFICATION

OF NON-FORUM SHOPPING

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

1. That I am the authorized representative of SEJIN NAVOO, 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. Dahinog, 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 personal 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 jurisprudence or by non-frivolous argument for modifying or reversing existing jurisprudence, (c) the factual contentions have evidentiary support or will have evidentiary support after availments of the modes of discovery, and (d) denials of factual contentions are warranted by evidence, or reasonably based on belief or lack of information.  
(Signed)  
LUZVIMINDA REYES

Affiant  
SUBSCRIBED AND SWORN TO before 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 RENEWAL (2022-2023)  
ROLL NO. 22188  
IBP LIFETIME NO. 04286/01-09-2003  
MCLE NO. VII-0000050/18 JUNE 2019  
G/F ARMAL BLDG., URBANO VELASCO AVE., MALINAO, PASIG CITY PTR NO. 0112306/01-03-2023/PSG

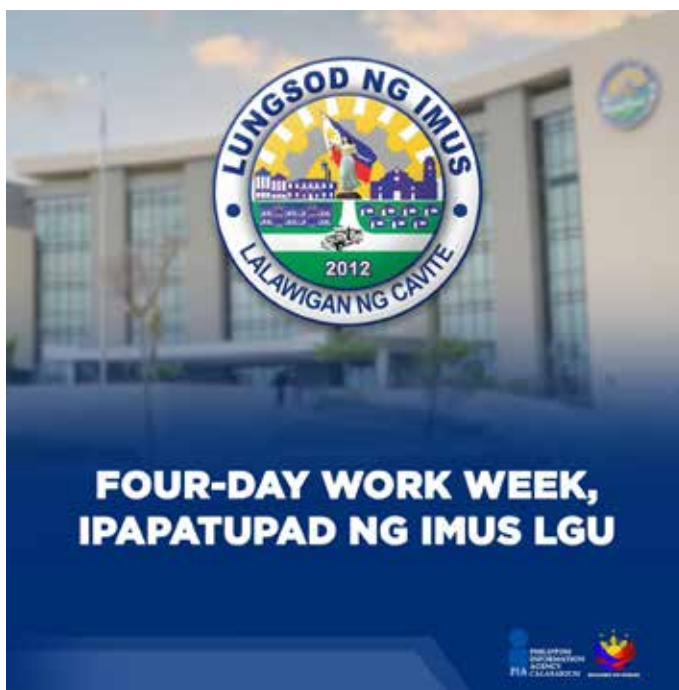
Doc. No. 368;  
Page No. 86;  
Book No. II;  
Series of 2023."  
WHEREAS, on September 26, 2023, this Court issued an Order with regard said motion, which reads as follows:

"ORDER  
For resolution is the Motion to Allow Service of Summons by Publication filed by defendant Sejin Nawoo, 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 Sejin'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 defendant Sejin's cross-claims, in accordance with Section 16 Rule 14 of the 2019 Amendments to the Rules on Civil Procedure.  
Moreover, plaintiffs as well as defendant Sejin 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 costs.

SO ORDERED.  
City of Cavite, September 26, 2023.  
(Signed)  
Ethel R. Andico-Malabanan  
Presiding Judge"  
WHEREFORE, defendants Socorro 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 Sejin Nawoo, 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  
Clerk of Court V

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



Magpapatupad na ng four-day work week ang pamahalaang lungsod ng Imus sa gitna ng tumataas na temperatura simula Lunes, Mayo 6 hanggang Hulyo 31, 2024.

Alinsunod sa Executive Order No. 027 na nilagdaan ni Mayor Alex Advincula, magpapatupad ang mga tanggapan ng lokal na pamahalaan ng 8:00 am hanggang 7:00 pm work schedule mula Lunes hanggang Huwebes.

Patuloy naman ang regular na operasyon ng mga pangunahing opisina ng pamahalaang lungsod, kabilang na ang City Disaster Risk Reduction and Management Office (CDRRMO), City Health Office (CHO), City of Imus Diagnostic Laboratory, Ospital ng Imus, City Social Welfare and Development Office (CDRRMO), City Environment and Natural Resources Office (CENRO), City Engineering Office, City Agriculture Office, City of Imus Traffic Management Unit, at Economic Enterprise and Management Office. | via Alex Advincula



### BAGONG E-BIKES PARA SA DRUG CLEARED BARANGAYS, HATID NG CAVITE CITY LGU

Namahagi ng e-bike ang pamahalaang lungsod ng Cavite para sa 12 drug cleared barangay noong Martes, Abril 30.

Personal na pinangunahan ni Mayor Denver Chua ang pamamahagi ng e-bikes para sa Barangay 9,11,20,21, 33, 38M, 40, 45A, 46, 50, 55, at 61M.

Sa isang Facebook post, ipinahayag ni Chua ang pag-asa ng pamahalaang lungsod na makakatulong ang mga bagong E-BIKE upang mapanatili ang katahimikan at kaayusan sa bawat barangay at maging magandang halimbawa upang tuluyan nang silang maging drug-cleared city. | via Denver Chua  
#BagongPilipinas

**BEAT THE HEAT ngayong quarantine**

**TIPS:**

- Uminom ng maraming tubig
- Iwasan ang mabibigat na aktibidad
- Limitahan ang paglabas ng bahay
- Huwag mag-aksaya ng tubig

## Smart greenhouse project for cooperatives launched in Batangas



BATANGAS CITY (PIA) — The city government of Batangas launched the Smart Greenhouse Project for agri-based cooperatives in the city as a push for urban farming and as a means to support the food security initiative of the national government.

In a memorandum of agreement signed on April 24 between the city government, represented by Mayor Beverly Rose Dimacuja, and the cooperatives represented by their respective chairperson, including Shelwyn Giganto of Bucal Multi-Purpose Cooperative (MPC), Rodolfo Geron of San Isidro Multi-Purpose Cooperative (SIMCO), and Edelyn Brienes of Talumpok Silangan Multi-Purpose Cooperative (TASIMCO), the city laid down the support it will provide for each cooperative and the obligation of each beneficiaries.

Beneficiaries will manage and maintain the greenhouse project for 15 years, funded entirely by the city government and provided with technical assistance from the City Agriculture Office to monitor its operations.

According to City Agriculturist Flor Alvarez, the greenhouse project will uti-

lize hydroponics or the planting of crops without using soil. Instead, they are planted in water enriched with nutrients.

"The process is simple with hydroponics because it's easy to grow vegetables, it's pest-free, and it's also a good source of livelihood," Alvarez said.

Mayor Dimacuja stated that the cooperatives that were made project beneficiaries should take good care of the facilities and pass on their farming knowledge through it.

"My request is for everyone to nurture and protect this project, and also to encourage our youth to engage in farming while they are young because there are many innovations now that they can use," Dimacuja said.

The leaders and members of the cooperatives expressed their gratitude for the vow to further develop and enhance the greenhouse project by using the free vegetable seeds given to growers in the city.

The smart greenhouse project is part of Batangas City's compliance with Republic Act 8435 or the 'Agriculture and Fisheries Modernization Act of 1997', a law that promotes food security and self-sufficiency through modernization. (MPDC,CH/PIA-Batangas; with reports from PIO Batangas City)

### Bawas Timbang Para Bawas Arthritis

Payo ni Doc Willie Ong

Bawasan ang timbang, para mabawasan din ang arthritis. Ang sobrang timbang ay nagpapatigas ng joints.

1. Alisin sa iyong pagkain ang mantika, taba ng karne, full-fat dairy products at trans fat. Ang arachidonic acid, na nagpapalala ng pamamaga, ay matatagpuan sa karneng baboy, baka, at mga laman loob.

2. Ang mabisang paraan para mabawasan ang timbang ay ang alisin ang mga processed foods, chichirya, matatamis na inumin at mamantikang pagkain.

3. Palitan ng mas maliit ang plato, at kumuha ng kaya lang ngayon.

Bagalan ang pagkain para mas makaramdan ng pagkabusog.

4. Bago mag-umpisa kumain, puwede ka munang uminom ng 1 basong tubig para mabusog ka ng kaunti. Puwede ding uminom ng clear soup. Kapag uminom tayo ng mga likido, medyo nakukumbinsi natin ang ating utak na nabubusog na tayo.

5. Magbawas sa pagkain ng kanin. Kung dati at 2 cups ng kanin ang kinakain, gawin na lang 1 cup rice.

6. Huling payo. Dahan-dahanin lang ang pagpapapayat. Huwag gutumin ang sarili. Kumain ng pakonti-konti sa buong araw, tulad ng mansanas, saging o pandesal, para laging may lamang ang inyong tiyan. Good luck.



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CAVITE

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