

THIRD DIVISION

[G.R. No. 162924, February 04, 2010]

**MID-PASIG LAND DEVELOPMENT CORPORATION, PETITIONER,
VS. MARIO TABLANTE, DOING BUSINESS UNDER THE NAME AND
STYLE ECRM ENTERPRISES; ROCKLAND CONSTRUCTION
COMPANY; LAURIE LITAM; AND MC HOME DEPOT, INC.,
RESPONDENTS.**

D E C I S I O N

NACHURA, J.:

Assailed in the instant petition are the two (2) Resolutions^[1] of the Court of Appeals (CA) dated November 20, 2003 and March 22, 2004, dismissing the petition for *certiorari* before it on technical grounds and denying the motion for reconsideration thereof, respectively.

The background facts are as follows:

Petitioner is the registered owner of a piece of land situated in Pasig City, bounded by Meralco Avenue, Ortigas Avenue, Doña Julia Vargas Avenue, and Valle Verde Subdivision. On December 6, 1999, petitioner, represented by its Chairman and President, Ronaldo Salonga, and ECRM Enterprises, represented by its proprietor, Mario P. Tablante, executed an agreement whereby the former would lease to the latter an area, approximately one (1) hectare, of the aforesaid land, for a period of three (3) months, to be used as the staging area for the Home and Garden Exhibition Fair. On March 6, 2000, the date of the expiration of the Lease Agreement, Tablante assigned all his rights and interests under the said agreement to respondents Laurie M. Litam and/or Rockland Construction Company, Inc. (Rockland) under a Deed of Assignment of the same date. Petitioner eventually learned that respondent Tablante had executed a Contract of Lease with respondent MC Home Depot, Inc. on November 26, 1999 over the same parcel of land. Thereafter, respondent MC Home Depot, Inc. constructed improvements on the land and subdivided the area into fifty-nine (59) commercial stalls, which it leased to various entities. Upon the expiration of the lease on March 6, 2000, petitioner demanded that respondents vacate the land. A final demand was made in a letter dated December 20, 2000.^[2]

In order to forestall ejectment from the premises, respondent Rockland filed a case for Specific Performance with the Regional Trial Court (RTC), Branch 266, Pasig City, on January 11, 2001, compelling petitioner to execute a new lease contract for another three (3) years, commencing in July 2000. This was docketed as Civil Case No. 68213. Petitioner moved to dismiss the complaint on the ground that it was anticipatory in nature.

Consequently, on August 22, 2001, petitioner filed Civil Case No. 8788 for unlawful

detainer against herein respondents, raffled to the Municipal Trial Court (MTC), Pasig City, Branch 70. Simultaneously, petitioner filed a supplemental motion to dismiss Civil Case No. 68213, on the ground of *litis pendentia*. Petitioner's motion to dismiss was denied. The denial was questioned and eventually elevated to the Supreme Court.^[3]

Meantime, on April 29, 2002, the MTC rendered judgment in the unlawful detainer (ejectment) case. In the main, the trial court ruled that the issue did not involve material or physical possession, but rather, whether or not ECRM had the right to exercise an option to renew its lease contract. The MTC stated that, considering that this issue was incapable of pecuniary estimation, jurisdiction over the case was vested in the RTC. The trial court, therefore, disposed, as follows:

WHEREFORE, judgment is hereby rendered DISMISSING the complaint for lack of merit. In the meantime, the plaintiff is hereby ordered to pay the defendants attorney's fees and expenses of litigation in the amount of TWENTY THOUSAND PESOS (P20,000.00).^[4]

On appeal, the RTC, Pasig City, Branch 160, affirmed *in toto*. In its decision dated July 10, 2003, the RTC ruled that:

Relative to the issue raised by the appellant that the lower court erred in finding it had no jurisdiction over the subject matter of this case as the question of whether or not ECRM under the provisions of the lease agreement (pars. 3 and 13) has the right to exercise an option to renew its lease contract is one incapable of pecuniary estimation and therefore jurisdiction is vested in the Regional Trial Court. Republic Act No. 7691 grants Metropolitan Trial Courts the exclusive jurisdiction over cases of forcible entry and unlawful detainer. Since it has been sufficiently established under the facts obtaining that the contract of lease has been renewed before the expiration of the lease period, and the appellant has consented to the renewal and assignment of the lease, it necessarily follows that the issue on whether the lower court erred in finding that it did not have jurisdiction over the subject matter raised by the appellant, deserves scant consideration and this court need not delve into it anymore.^[5]

A petition for *certiorari* was consequently filed with the CA.

In the assailed resolution dated November 20, 2003, the CA resolved to dismiss the petition on the following grounds:

- 1) The verification and certification against non-forum shopping was signed by a certain Antonio A. Merelos as General Manager of the petitioner-corporation without attaching therewith a Corporate Secretary's certificate or board resolution that he is authorized to sign for and on behalf of the petitioner; and

2) Lack of pertinent and necessary documents which are material portions of the record as required by Section 2, Rule 42 of the Rules of Civil Procedure.^[6]

The motion for reconsideration was denied;^[7] hence, the instant petition assigning the following errors:

THE COURT OF APPEALS COMMITTED REVERSIBLE ERROR IN HOLDING THAT THE VERIFICATION AND CERTIFICATION AGAINST FORUM-SHOPPING IN THE PETITION FAILED TO ATTACH THE BOARD RESOLUTION SHOWING THE AUTHORITY OF THE AFFIANT.

THE COURT OF APPEALS COMMITTED REVERSIBLE ERROR IN HOLDING THAT THE PETITION LACKED THE PERTINENT AND NECESSARY DOCUMENTS REQUIRED BY THE RULES.

THE COURT OF APPEALS COMMITTED REVERSIBLE ERROR IN DISMISSING THE PETITION THUS EFFECTIVELY UPHOLDING THE DECISION OF THE REGIONAL TRIAL COURT, TO WIT: (a) THAT THE LEASE AGREEMENT WAS UNILATERALLY RENEWED AND THAT PETITIONER IS ESTOPPED FROM DENYING SUCH UNILATERAL RENEWAL; (b) THAT RESPONDENTS TABLANTE/ECRM, ROCKLAND AND MC HOME DEPOT COULD VALIDLY OCCUPY THE PROPERTY IN THE ABSENCE OF ANY VALID LEASE AGREEMENT CONSENTED TO BY PETITIONER; (c) PETITIONER [IS] LIABLE FOR ATTORNEY'S FEES AND COSTS OF SUIT.^[8]

The petition is granted.

In *Cagayan Valley Drug Corporation v. Commissioner of Internal Revenue*,^[9] the Court had occasion to explain that:

It must be borne in mind that Sec. 23, in relation to Sec. 25 of the Corporation Code, clearly enunciates that all corporate powers are exercised, all business conducted, and all properties controlled by the board of directors. A corporation has a separate and distinct personality from its directors and officers and can only exercise its corporate powers through the board of directors. Thus, it is clear that an individual corporate officer cannot solely exercise any corporate power pertaining to the corporation without authority from the board of directors. This has been our constant holding in cases instituted by a corporation.

In a slew of cases, however, we have recognized the authority of some corporate officers to sign the verification and certification against forum shopping. In *Mactan-Cebu International Airport Authority v. CA*, we recognized the authority of a general manager or acting general manager to sign the verification and certificate against forum shopping; x x x.

In sum, we have held that the following officials or employees of the company can sign the verification and certification without