Supreme Court E-Library

was created precisely to reduce the appellate jurisdiction of this Court, many petitions (a good number of them without merit) are being filed with us to review decisions of the Court of Appeals. Another contributing factor is the burden imposed on the Court by the 1973 Constitution which gave it the power of "administrative supervision over all courts and the personnel thereof." The time which the Court spends in this area is not inconsiderable. As a result its adjudicative functions have been adversely affected. This is compounded by the fact that the Office of Court Administrator (P.D. No. 828, as amended by P.D. No. 842) which was created in 1975, has yet to be organized, If the Constitution be amended again, perhaps a re-examination of the Court's power of administrative supervision over all courts and the personnel thereof will not be inappropriate.

Considering then that in the multitudinous dark nights of the soul while under detention, the accused has suffered retribution awful to contemplate, and considering further that time has silently effected a dilution of the deterrent effect of capital punishment in this case, I recommend executive clemency for the accused.

SECOND DIVISION

[G.R. No. L-31384. June 29, 1979]

COMMODITY FINANCING CO., INC., EMERITO M. RAMOS, SUSANA B. RAMOS, EMERITO B. RAMOS, JR., JOSEFA RAMOS DE LA RAMA, ANTONIO B. RAMOS, FILOMENA RAMOS LEDESMA, RODOLFO LEDESMA, VICTORIA RAMOS TANJUATCO, and TEOFILO T. TANJUATCO, III, *petitioners, vs.* **JOSE B. JIMENEZ in his capacity as Presiding Judge of Branch VI, Court of First Instance of Manila, BANCO FILIPINO**

Supreme Court E-Library

SAVINGS AND MORTGAGE BANK, CENTRAL BANK OF THE PHILIPPINES, and THE SHERIFF OF MANILA, *respondents.*

SYLLABUS

1. REMEDIAL LAW; SPECIAL CIVIL ACTIONS; *CERTIORARI* WITH PRELIMINARY INJUNCTION; BOND; POSTING THEREOF IS A CONDITION *SINE QUA NON* FOR ISSUANCE OF PRELIMINARY INJUNCTION; PURPOSE OF THE BOND.— Under Section 4, Rule 59 of the Rules of Court, the posting of a bond is a condition *sine qua non* in order that the writ of preliminary injunction may issue, the purpose of the bond being to secure the defendant against whatever damages he may suffer as a result or by reason of the injunction if the same should be declared as wrongfully issued.

2. ID.; ID.; ID.; EXCESS OF JURISDICTION AND GRAVE ABUSE OF DISCRETION AS GROUNDS FOR *CERTIORARI*, EXPLAINED AND DISCUSSED.— "The term 'excess of jurisdiction' signifies that the court, board or officer has jurisdiction over a case but oversteps such jurisdiction while exercising the same. By 'grave abuse of discretion' is meant such capricious and whimsical exercise of judgment, equivalent to lack of jurisdiction. Not every error in a proceeding, or every erroneous conclusion of law or fact is an act in excess of jurisdiction or an abuse of discretion." "Grave abuse of discretion," as a ground for the issuance of *certiorari*, "implies such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction x x x or, in other words, where the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and it must be so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law." This means that "errors of jurisdiction" may be corrected by *certiorari*, while "errors of judgment" may be reviewed by appeal.

3. ID.; ID.; ID.; NATURE OF THE WRIT OF *CERTIORARI*, DISCUSSED.— The prerogative writ of *certiorari* does not lie to correct every controversial interlocutory ruling. It may only be availed of to correct a grave abuse of discretion, that is,

Supreme Court E-Library

a capricious, arbitrary, or whimsical exercise of judgment equivalent to lack of jurisdiction. It is confined to questions of jurisdiction. Its function is to keep an inferior court within its jurisdiction and to relieve persons from arbitrary acts, which courts or judges have no power or authority in law to perform. It is not designed to correct procedural errors or court's erroneous findings and conclusions.

APPEARANCES OF COUNSEL

O. del Callar for petitioners.
Bienvenido Tan, Jr. for Banco Filipino, *etc.*
F. E. Evangelista for Central Bank, *etc.*

D E C I S I O N

SANTOS, *J.*:

In this petition for *certiorari*, with a prayer for the issuance of a writ of preliminary injunction filed on December 23, 1969, the petitioners seek to annul and set aside the orders of the respondent Judge, now Associate Justice of the Court of Appeals, dated November 17, December 13 and December 20, 1969, all issued in Civil Case No. 75831 of the Court of First Instance of Manila.

On December 23, 1969, this Court required the respondents to answer the petition, and as prayed for by the petitioner, issued a temporary restraining order, enjoining the respondent Judge from enforcing and/or implementing his questioned orders, issued in Civil Case No. 75831, entitled *Commodity Financing Co., Inc., et al., plaintiffs, vs. Banco Filipino Savings and Mortgage Bank, et al., defendants*" of the Court of First Instance of Manila, Branch VI and from further proceeding with the case, and the respondents Banco Filipino Savings and Mortgage Bank (BANCO FILIPINO, for short), the Central Bank of the Philippines (CENTRAL BANK, for short) and Sheriff of Manila, from proceeding with the foreclosure and sale of the properties covered by the deed of real estate mortgage executed by petitioner Commodity Financing Co., Inc. (COFICO,

Supreme Court E-Library

for short), in favor of respondent BANCO FILIPINO, dated June 1, 1967.[1]

Thereafter, the respondent BANCO FILIPINO and CENTRAL BANK filed their answers to the petition on January 6, 1970 and January 8, 1970, respectively.[2]

After the petitioners, as well as the respondent BANCO FILIPINO submitted their memoranda in lieu of oral argument,[3] this case was considered submitted for decision on August 24, 1970.[4]

The factual and procedural antecedents which gave rise to this case, are as follows. On June 1, 1967, the Board of Directors of the COFICO passed a resolution,[5] authorizing its President, Alfredo R. de la Merced to obtain a loan from BANCO FILIPINO in an amount not exceeding ONE MILLION FIVE HUNDRED THOUSAND PESOS (₱1,500,000.00) for the account of the corporation.

Pursuant to and in accordance with the said resolution, Mr. Alfredo R. de la Merced, as President of COFICO, obtained from BANCO FILIPINO on June 21, 1967, a loan in the amount of ONE MILLION TWO HUNDRED THOUSAND PESOS (₱1,200,000.00), payable on or before June 21, 1969.[6] The loan is secured by a real estate mortgage[7] over a parcel of land registered in accordance with the land Registration Act in the name of COFICO and covered by TCT No. 80260.[8]

---

[1] *Rollo*, pp. 0132-0134.

[2] *Id.*, pp. 0140, 0192.

[3] *Id.*, pp. 384, 410.

[4] *Id.*, p. 418.

[5] *Id.*, p. 45, Annex "C".

[6] *Id.*, p. 40, Petition, Annex "A-1"; *Id.*, p. 175, Annex "8", Answer, Central Bank; *Id.*, pp. 242-244, Annexes "A" to "C", Rejoinder, Banco Filipino.

[7] *Id.*, p. 41, Annex "B", Petition; *Id.*, p. 176, Annex "9", Answer, Central Bank.

[8] *Id.*, p. 184, Annex "10-A", Answer, Central Bank.

Supreme Court E-Library

As COFICO failed to pay the loan upon its maturity, BANCO FILIPINO foreclosed the mortgage extrajudicially under Act No. 3135, as amended, and the Sheriff of Manila scheduled the public auction sale of the land covered by the real estate mortgage executed by COFICO in favor of BANCO FILIPINO on February 28, 1969.[9]

On February 7, 1969, Atty. Feliciano C. Tumale, counsel of Mr. Emerito M. Ramos and his family, who are the majority stockholders of COFICO, sent a letter to BANCO FILIPINO,[10] informing the latter that the property mortgaged to it by COFICO has also been conveyed to the CENTRAL BANK as consideration for a voting trust agreement [11] for the rehabilitation of the Overseas Bank of Manila (OBM); that on August 10, 1968, a suit[12] was filed with the Supreme Court to compel the CENTRAL BANK to comply with its obligations under the voting trust agreement; that on January 25, 1969, another case[13] was filed with the Supreme Court to stop the foreclosure directed by the Philippine National Bank (PNB) against properties mortgaged by Philippine Film Industries, Inc. and Xavierville Estate, Inc., which are corporations also owned and controlled by the Ramoses; and that in both cases the Supreme Court

---

[9] *Id.*, p. 28, *Id.*, p. 187, Annex "11-C", Answer, Central Bank.

[10] *Id.*, p. 88, Annex "I", Petition.

[11] *Id.*, p. 47, Annex "D", Petition.

[12] G. R. No. L-29352, entitled "*Emerito M. Ramos, Susana B. Ramos, Emerito B. Ramos, Jr., Josefa Ramos de la Rama, Horacio de la Rama, Antonio B. Ramos, Filomena Ramos Ledesma, Rodolfo Ramos, Victoria Ramos Tanjuatco, and Teofilo Tanjuatco, petitioners, vs. Central Bank of the Philippines, respondent,*" decided October 4, 1971; 41 SCRA 565.

[13] G.R. No. L-30088, entitled "*Emerito M. Ramos, Susana B. Ramos, Emerito B. Ramos, Jr., Josefa Ramos de la Rama, Horacio de la Rama, Antonio B. Ramos, Filomena Ramos Ledesma, Rodolfo Ledesma, Victoria Ramos Tanjuatco, Teofilo Tanjuatco, E. M. Ramos & Company, Inc., Philippine American Film Industries Inc., and Xavierville Estate, Inc., versus Central Bank of the Philippines, Philippine National Bank, Provincial Sheriff of Bulacan, and Sheriff of Quezon City.*" Still pending submission of compromise agreement.

Supreme Court E-Library

issued a temporary restraining order[14] enjoining the maintenance of the *status quo*. Accordingly, the said counsel requested a postponement of the extrajudicial auction sale scheduled by the Sheriff of Manila on February 28, 1969, for at least 120 days, as by that time, the OBM case would have been decided by the Supreme Court.

This was followed by another letter of Atty. Tumale, dated February 11, 1969,[15] formally offering as consideration for the cancellation and/or withdrawal of the petition for extrajudicial auction sale of the property mortgaged by COFICO: (1) the payment on or before February 26, 1969 of accrued interest from December 24, 1967 to February 7, 1969; (2) the payment of advance interest from February 8, 1969 up to May 7, 1969; and (3) extension of the loan or renewal of the note for one year or up to February 7, 1970, on condition that quarterly advance interest will be paid on August 7, 1969, November 7, 1969 and February 7, 1970. The payment of quarterly advance interest was further amplified in the letter of Atty. Tumale dated February 13, 1969.[16]

In his letter, dated February 17, 1969,[17] Mr. Delfin Dimaguiba, Vice-President of BANCO FILIPINO informed Atty. Tumale that as a policy, the bank suspends a scheduled sale only if 50% of the outstanding principal is paid and all interest due updated and if no remittance was made before February 28, 1969, the directive for the sale shall remain in full force and effect.

On February 26, 1969, or two days before the scheduled public auction sale, COFICO and Emerito M. Ramos, Susana B. Ramos, Emerito B. Ramos, Jr., Josefa Ramos de la Rama, Horacio de la Rama, Antonio B. Ramos, Filomena Ramos

---

[14] *Id.*, pp. 70, 86, Annexes "F" and "H", Petition.

[15] *Id.*, p. 90, Annex "J", Petition.

[16] *Id.*, p. 92, Annex "K", Petition.

[17] *Id.*, p. 95, Annex "M", Petition.

Supreme Court E-Library

Ledesma, Rodolfo Ledesma, Victoria Ramos Tanjuatco, and Teofilo T. Tanjuatco, III (hereinafter referred to simply as RAMOS FAMILY), as majority stockholders of COFICO, filed with the Court of First Instance of Manila, presided by respondent judge, a complaint with preliminary injunction[18] against BANCO FILIPINO, CENTRAL BANK, and the Sheriff of Manila, for the annulment of the real estate mortgage contract executed by COFICO in favor of BANCO FILIPINO, alleging *inter alia*, that the said contract is a nullity and void *ab initio* as it contains covenants and stipulations which are illegal, immoral and are otherwise contrary to customs and public policy, and to enjoin the extrajudicial foreclosure sale of the mortgaged property on February 28, 1969 by the Sheriff of Manila, docketed therein as Civil Case No. 75831.

In due time, the defendants BANCO FILIPINO and CENTRAL BANK, filed their respective answers,[19] and after the usual admission and denials, interposed affirmative and special defenses. The defendant BANCO FILIPINO set up a counterclaim.

Pending hearing of the application for the issuance of writ of preliminary injunction, the trial court issued a temporary restraining order on February 26, 1969, and set the hearing for the issuance of the writ on March 29, 1969.[20]

On April 25, 1969, the defendant BANCO FILIPINO filed a Manifestation,[21] alleging therein "that the existence of the restraining order dated February 26, 1969 is working irreparable prejudice to the defendant" and accordingly prays "that plaintiff be required to post a bond in favor of the defendant in the sum of at least half a million pesos." Acting upon the said manifestation, the trial court issued on April 26, 1969, an order[22]

---

[18] *Id.*, p. 25, Annex "A", Petition.

[19] *Id.*, pp. 96, 107, Annex "B" and "C", Petition.

[20] *Id.*, p. 114, Annex "D", Petition.

[21] *Id.*, p. 115, Annex "E", Petition.

[22] *Id.*, p. 116, Annex "F", Petition.

Supreme Court E-Library

requiring the plaintiffs "to post a bond of ₱100,000.00 to answer for whatever damages the defendants might sustain because of the issuance of the restraining order." In compliance with the order of the trial court, the plaintiffs posted and filed on May 5, 1969, the said bond of ₱100,000.00.[23]

After the hearing on the issuance of a writ of preliminary injunction, the trial court issued on November 17, 1969 an order[24] granting the issuance of the writ and required the plaintiffs to file a bond of ₱1,200,000.00, the dispositive portion of which reads:

"WHEREFORE, upon the filing of a bond in the amount of ₱1,200,000.00 approved by the Court, executed in favor of defendant-bank to answer for any damages that the latter may suffer by reason of the issuance of the same if it be finally determined that plaintiffs are not entitled thereto, let a writ of preliminary injunction be issued enjoining and restraining the defendant-bank, their agents, and/or other persons acting for and in their behalf from proceeding with the auction sale on February 28, 1969, until further orders from this Court."

On December 8, 1969, the defendant BANCO FILIPINO filed with the trial court, a motion[25] to lift the writ of preliminary injunction, for failure of the plaintiffs to file the bond in the amount of ₱1,200,000.00. The plaintiffs opposed the said motion,[26] after which, the trial court issued on December 13, 1969 an order[27] giving the plaintiffs twenty (20) days from said date within which to file the bond, and should they fail to do so the order of November 17, 1969 will be set aside and the restraining order lifted.

On December 19, 1969, the plaintiffs moved to reconsider and to reduce the amount of the bond to ₱600,000.00;[28] however,

---

[23] *Id.*, p. 117, Annex "G", Petition.

[24] *Id.*, p. 119, Annex "H", Petition.

[25] *Id.*, p. 120, Annex "I", Petition.

[26] *Id.*, p. 122, Annex "J", Petition.

[27] *Id.*, p. 125, Annex "K", Petition.

[28] *Id.*, p. 126, Annex "L", Petition.

Supreme Court E-Library

the same was denied by the court *a quo* in its order dated December 20, 1969.[29]

Hence, the plaintiffs, as herein petitioners, interposed the present recourse against the trial Judge and the defendants, as respondents, formulating the following issues for resolution by this Court:

"I. Whether or not in issuing the Order, x x x, requiring the herein petitioners to post a bond in the amount of ₱1.2 million in support of the writ of preliminary injunction, and the Order, x x x, requiring petitioners to post said bond within a period of 20 days and the Order of said respondent Judge, x x x, denying petitioners' motion for reconsideration as well as the urgent motion for reduction of the bond, the respondent Judge acted with grave abuse of discretion amounting to lack of jurisdiction considering that the said amount of ₱1.2 million is unconscionable because the injunction bond is merely for the purpose of answering for damages which may be sustained by respondent BANCO FILIPINO by the issuance thereof, if it be later on adjudged that petitioners who obtained the same are not entitled thereto, and the said damages can only take the form of interest (Art. 2209, New Civil Code) which is very much less than ₱1.2 million);

"II. Whether an agreement wherein the debtor is required to maintain an alleged 'retention or compensating deposit' which is very substantial part of the proceeds of said loan with the creditor together with the deduction from the proceeds of said loan of interest in advance, both of which reduce the amount actually received by the debtor as proceeds of the loan to only about 75% of the note executed should be considered null and void *ab initio* on the ground that the same is merely a device to disguise a usurious transaction under Article 1957 of our New Civil Code;

"III. Whether or not the foreclosure by respondent BANCO FILIPINO of the property of petitioners, which property was likewise conveyed by petitioners to respondent CENTRAL BANK pursuant to a Voting Trust Agreement and hence involved in G.R. No. L-29352 and G.R. No. L-30088, is a violation of the restraining orders issued by the Honorable Supreme Court in said cases."

---

[29] *Id.*, p. 130, Annex "M", Petition.

Supreme Court E-Library

The principal issue to be resolved in this case is whether or not the respondent Judge acted with grave abuse of discretion amounting to lack of jurisdiction in requiring the petitioners to post a bond in the amount of ₱1,200,000.00 in order that a writ of preliminary injunction be issued.

1. Under Section 4, Rule 59 of the Rules of Court,[30] the posting of a bond is a condition *sine qua non* in order that the writ of preliminary injunction may issue,[31] the purpose of the bond being to secure the defendant against whatever damages he may suffer as a result or by reason of the injunction if the same should be declared as wrongfully issued. However, the amount of the bond to be posted is addressed to the sound discretion of the trial court which should not be interfered with except in case of grave abuse.

In the case at bar, the petitioners claim that respondent Judge acted with grave abuse of discretion in requiring them in his order of November 17, 1969 to post a bond of ₱1,200,000.00 allegedly because the said amount which is equal to the amount of the loan is unconscionable and unreasonable. This is untenable. As held in *Alhambra Cigar and Cigarette Manufacturing Company, Inc. vs. The National (sic) Administrator* of Regional Office No. 2, Department of Labor, et al.*,[32] "The

---

[30] "Sec. 4. *Verified complaint and bond for preliminary injunction.* — A preliminary injunction may be granted only when:

(a) The complaint in the action is verified, and show facts entitling the plaintiff to the relief demanded: and

(b) The plaintiff files with the clerk or judge of the court in which the action is pending a bond executed to the party enjoined, in an amount to be fixed by the court, to the effect that the plaintiff will pay to such party all damages which he may sustain by reason of the injunction if the court should finally decide that the plaintiff was not entitled thereto."

[31] *Siva, et al. vs. Reyes, et al.*, 83 Phil. 416; *Villarosa vs. Teodoro*, 109 Phil. 24.

* Should be Regional Administrator.

[32] L-20491, August 31, 1965, 14 SCRA 1019, 1026.

Supreme Court E-Library

term 'excess of jurisdiction' signifies that the court, board or officer has jurisdiction over a case but oversteps such jurisdiction while exercising the same. By 'grave abuse of discretion' is meant such capricious and whimsical exercise of judgment, equivalent to lack of jurisdiction. Not every error in a proceeding, or every erroneous conclusion of law or fact is an act in excess of jurisdiction or an abuse of discretion." Thus, in *Maritime Company of the Philippines, et al. vs. Paredes, et al.*,[33] We held that "grave abuse of discretion", as a ground for the issuance of *certiorari*, "implies such capricious and whimsical exercise of judgment as is equivalent to lack of jurisdiction x x x or, in other words, where the power is exercised in an arbitrary or despotic manner by reason of passion or personal hostility, and it must be so patent and gross as to amount to an evasion of positive duty or to a virtual refusal to perform the duty enjoined or to act at all in contemplation of law." This means that "errors of jurisdiction" may be corrected by *certiorari*, while "errors of judgment" may be reviewed by appeal.[34] In short, the prerogative writ of *certiorari* does not lie to correct every controversial interlocutory ruling. It may only be availed of to correct a grave abuse of discretion, that is, a capricious, arbitrary, or whimsical exercise of judgment equivalent to lack of jurisdiction.[35] It is confined to questions of jurisdiction. Its function is to keep an inferior court within its jurisdiction and to relieve persons from arbitrary acts, which courts or judges have no power or authority in law to perform. It is not designed to correct procedural errors or court's erroneous findings and conclusions.[36]

The petitioners herein do not claim — and they cannot claim — that in issuing the questioned orders the respondent Judge

---

[33] L-24811, March 3, 1967, 19 SCRA 569, 578-580, citing *Abad Santos vs. Province of Tarlac*, 38 OG 830; and *Alafriz vs. Nable, et al.*, 72 Phil. 279.

[34] *Nocon vs. Geronimo, et al.*, 101 Phil. 735.

[35] *Arcaya, et al. vs. Teleron, etc., et al.*, L-37446, May 31, 1974, 57 SCRA 363, 367, citing *Lingad v. Macadaeg*, 63 OG 6395.

[36] *Carandang vs. Cabatuando*, L-25384, Oct. 26, 1973, 53 SCRA 383, 390, citing cases.

Supreme Court E-Library

was motivated by passion and personal hostility, or that he acted in a despotic or arbitrary manner. On the contrary, the amount of the bond required by the respondent Judge is reasonable and is justified by the facts and circumstances obtaining in the case at bar. As pointed out by respondent BANCO FILIPINO, under the promissory note[37] the petitioner COFICO obligated itself to pay a 12% interest per annum or ₱144,000.00 per year. As of the end of the year 1969, the petitioners already owe the respondent BANCO FILIPINO the amount of ₱210,536.88 in the form of interests alone, and the case below has not even reached the trial stage. Considering the time involved and the amount in the form of interests that has to be paid by the petitioner before instant case is finally terminated, the trial court was justified in requiring the petitioners to post an injunction bond in the amount of ₱1,200,000.00.[38] At any rate, if there is any error committed by the respondent Judge, it is at most, an error of judgment, and errors of judgment are not correctible by *certiorari*.[39]

We, therefore, hold that respondent Judge did not act with grave abuse of discretion in issuing his order of November 17, 1969, requiring the petitioners to file an injunction bond in the amount of ₱1,200,000.00 as well as in issuing his orders of December 13 and 20, 1969, denying the petitioners' motion for reconsideration.

2. Anent the contention of petitioners that the contract between COFICO and the BANCO FILIPINO is usurious, it would suffice to state that the same is a matter of evidence which should be resolved by the court *a quo* after the trial of the case on the merits. The Supreme Court is not a trier of facts.

---

[37] Annex "A-1", p. 40.

[38] *Rollo*, Answer of respondent Banco Filipino, p. 198. The accrued interests at this writing is more than ₱1,200,000.00.

[39] *Demaronsing vs. Judge Tandayag*, L-27057, Aug. 21, 1974, 58 SCRA 484, 488.

Supreme Court E-Library

3. Finally, the petitioners maintain that the foreclosure of the mortgage by the respondent BANCO FILIPINO is in violation of the restraining orders issued by this Court in G.R. No. L-29352[40] and G.R. No. L-30088.[41] Again, We find this contention of the petitioners equally devoid of merit. In the first place, petitioner COFICO and respondent BANCO FILIPINO are not parties to the said case. Besides, the restraining order issued by this Court in case G.R. No. L-29352 is directed against the CENTRAL BANK, enjoining the latter from implementing the resolution adopted by its Monetary Board directing the liquidation of the Overseas Bank of Manila, while the restraining order issued in case G.R. No. L-30088 is directed against the CENTRAL BANK, the PNB, the Provincial Sheriff of Malolos, Bulacan and the Sheriff of Quezon City, enjoining them from proceeding with the extra-judicial foreclosures and auction sales scheduled on January 28 and February 19, 1969 of the properties mortgaged by the petitioners to the PNB, respondent therein. Moreover, the only parties to the Loan Agreement and the Real Estate Mortgage in the case at bar are petitioner COFICO and respondent BANCO FILIPINO. The RAMOS FAMILY is not a party to the aforesaid agreements. The property mortgaged to respondent BANCO FILIPINO is owned by the mortgagor, petitioner COFICO, which has a personality separate and distinct from its stockholders. It cannot, therefore, be said that the foreclosure of the real estate mortgage in the present case is in violation of the restraining orders issued by this Court in aforesaid cases G.R. No. L-29352 and G.R. No. L-30088. In this connection, it may not be amiss to state that in a real estate mortgage when the principal obligation is not paid when due, the mortgagee has the right to foreclose the mortgage and to have the property seized and sold with a view to applying the proceeds to the payment of the principal obligation.

IN VIEW OF ALL THE FOREGOING, the instant petition should be, as it is hereby DISMISSED, and the restraining order

---

[40] *Supra*, note 12.

[41] *Supra*, note 13.

Supreme Court E-Library

heretofore issued is LIFTED and SET ASIDE. This decision is immediately executory. Costs against the petitioners.

SO ORDERED.

Barredo (Chairman), Antonio, Aquino, Concepcion Jr., and *Abad Santos, JJ.*, concur.

EN BANC

[G.R. No. L-32562. June 29, 1979]

PEOPLE OF THE PHILIPPINES, *plaintiff-appellee, vs.* **AURELIO CRISTOBAL, JR. Y SARMIENTO, VICENTE DUNCIL Y MACALINO, and FLORENTINO VALERIO, JR. Y LAZARO,** *defendants-appellants.*

SYLLABUS

1. **REMEDIAL LAW; EVIDENCE; CONFESSION; THE FACT THAT THE INVESTIGATION OF THE ACCUSED WAS CONDUCTED IN A "RELENTLESS" MANNER IN NO WISE IMPLIES THE EMPLOYMENT OF COERCION AS TO MAKE THE CONFESSION INVOLUNTARY.**— The fact that the investigation of the accused was conducted in a "relentless" manner in no wise implies the employment of coercion or improper methods on them as to make their confessions involuntary. Moreover, while the accused insist that these statements were prepared by the police investigators and that they were forced to sign the same, yet, they did not explain the nature of the maltreatment suffered by them in the hands of the police investigators other than Valerio's allegation that he was boxed by a corporal who was a big man.

2. **CRIMINAL LAW; CONSPIRACY; ESTABLISHED IN CASE AT BAR.**— Indeed, the infallible earmarks of a conspiracy are