EN BANC

[A.M. No. RTJ-19-2570. January 28, 2026]

OFFICE OF THE COURT ADMINISTRATOR, COMPLAINANT, VS. WINLOVE M. DUMAYAS, FORMER PRESIDING JUDGE, BRANCH 59, REGIONAL TRIAL COURT, MAKATI CITY, RESPONDENT.

D E C I S I O N

ROSARIO, J.:

The present case stemmed from the Court's Decision[1] dated September 13, 2017 in *Team Image Entertainment, Inc. and Felix S. Co v. Solar Team Entertainment, Inc*., docketed as G.R. Nos. 191652 and 191658. In the said Decision, the Court resolved, among others, to refer to the Office of the Court Administrator (OCA) the issuance of the May 19, 2008 Omnibus Order[2] in Civil Case No. 00-1122 by former Presiding Judge Winlove M. Dumayas (Judge Dumayas), Branch 59, Regional Trial Court (RTC), Makati City as a regular administrative matter against him.

Antecedents

On April 24, 1996, Solar Team Entertainment, Inc. (Solar Team) entered into a Marketing Agreement with Team Image Entertainment, Inc. (Team Image), the latter agreeing to act as Solar Team's exclusive marketing agent by selling advertising spots to business enterprises on behalf of Solar Team. Due to accounting issues, Solar Team filed against Team Image a Complaint for Accounting and Damages before the RTC, Makati, City. The case was docketed as Civil Case No. 00-1122 and was raffled to Branch 59 which was presided by Judge Dumayas.[3]

Thereafter, in the Decision dated January 17, 2002, Judge Dumayas ruled that Team Image breached the Marketing Agreement because Team Image only had authority to sell advertisement spots on behalf of Solar Team and not to collect any sales proceeds. He ordered Team Image to submit an accounting of all its transactions and receivables.[4] The dispositive portion of this Decision reads:

> WHEREFORE, judgment is hereby rendered in favor of [Solar Team] and against [Team Image and Felix S. Co.] as follows:

a. Ordering [Team Image and Felix S. Co] jointly and severally to immediately render an accounting within [15] days from receipt of this decision, on all its sales and collections on the television properties of [Solar Team] mentioned in Annex "A" of the complaint, from date of the agency agreement (Exhibit "A") on April 24, 1996 until the filing of the complaint;

b. Directing [Team Image and Felix S. Co] jointly and severally to make available to [Solar Team] or its authorized representatives accountant[s] or auditors, within [15] days from receipt hereof, all their books of account and records on all their sales and collections on [Solar Team's] aforesaid television properties; [and]

c. Ordering [Team Image and Felix S. Co] jointly and severally to pay [Solar Team] the sum of [PHP] 50,000.00 for attorney's fee; and [PHP] 200,000.00 for moral, exemplary [,] nominal and temperate damages; and cost [s] of suit.

SO ORDERED.[5]

On April 28, 2003, Solar Team and Team Image entered into a Compromise Agreement. Essentially, they agreed on the payment terms and their division of receivables from the media company VTV Corporation (VTV), which had purchased advertising spots from Team Image as Solar Team's marketing agent.[6] Among the arrangements reached by the parties are the following:

18. To further assure each one of them, both parties shall within [10] days from the date of execution of this agreement, submit to one another, certification and/or reasonable and available proof of the existence of said receivables.

[. . . .]

21. This agreement constitutes the final repository of all the prior understanding agreements and contracts of the parties and shall operate as total waiver and discharge of any or all claims, counterclaims, causes of actions, claims, and demands of whatever kind and nature which each may have against the other, including their respective heirs [,] assigns [,] and successors-in-interest arising out of any of all matters, cause or thing, whether directly or indirectly, related with the Marketing Agency Agreement dated April 24, 1996.

22. By virtue hereof, the parties have agreed, as they hereby agree to immediately provisionally dismiss all actions, whether civil or criminal, they may have filed against the other, and after SGV shall have finally completed the audit and accounting tasked upon it, the results of which is final and binding upon the parties, all said civil and/or criminal actions shall be permanently dismissed by the parties.

> 24. In the event SGV shall have made a final determination of the respective accountability of the parties and any of the parties fail to comply with the same, or in the event any of the parties is remiss or reneges from [its] commitment/s as specified in this Agreement or breaches the warranties and/or representations as contained herein, then the aggrieved party shall be entitled to an immediate issuance of a writ of execution to enforce compliance thereof and the guilty party shall pay the innocent party the sum of [PHP 2 Million] by way of liquidated damages and/or penalty and shall, likewise, shoulder all the expenses in enforcing this compromise agreement by writ of execution. Moreover, the innocent party shall have the right to invoke the principle of reciprocity of obligations in contracts as provided for by law."[7]

In a Decision dated April 30, 2003, finding the provisions of the Compromise Agreement not contrary to law, morals, or public policy, Judge Dumayas approved and rendered judgment based on the Compromise Agreement.[8]

On April 26, 2004, Team Image filed a Motion for Issuance of a Writ of Execution, praying that it be allowed to suspend payments to Solar Team due to the alleged failure of Solar Team Chief Executive Officer William Tieng (Tieng), to collect receivables from VTV, as well as its failure to submit to Team Image a certification on the existence of the receivables from VTV, in violation of Item No. 18 of the Compromise Agreement.[9]

In the Order dated April 29, 2004, Judge Dumayas allowed Team Image to suspend payments to Solar Team until after the trial court shall have resolved the April 26, 2004 Motion for Issuance of a Writ of Execution. Thereafter, Judge Dumayas issued a Writ of Execution on May 28, 2004.[10]

Subsequently, however, acting upon Solar Team's Motion for Reconsideration, Judge Dumayas issued an Order dated November 23, 2004, which quashed the Writ of Execution and set aside his previous order allowing suspension of payments.[11]

On October 6, 2005, Team Image filed another Motion for Issuance of Writ of Execution and Suspension of Payments on the ground of Solar Team's alleged violation of Item Nos. 21 and 22 of the Compromise Agreement. Specifically, Team Image alleged that Solar Team failed to cause the dismissal of its complaint-in-intervention in a collection case against Team Image which was filed before Branch 137, RTC, Makati City.[12]

Thereafter, in the Order dated November 3, 2005, Judge Dumayas granted the Motion for the Issuance of a Writ of Execution to enforce payment by Solar Team of PHP 2 million in liquidated damages. Judge Dumayas also allowed Team Image to suspend payments to Solar Team.[13] The dispositive portion of the Order dated November 3, 2005 reads:

> WHEREFORE, premises considered, the Court hereby ... GRANTS [Team Image's] motion for the issuance of a writ of execution along with their prayer for an order allowing suspension of payment and Orders [Solar Team] to comply with [Item Nos.] 21 and 22 of the compromise agreement executed by the parties herein.
>
> Accordingly, let a writ of execution be issued against [Solar Team to enforce payment of the sum of [PHP 2 Million] as liquidated damages pursuant to [Item No.] 24 of the compromise agreement.
>
> SO ORDERED.[14]

Thus, on even date the trial court issued a Writ of Execution to enforce payment by Solar Team of PHP 2 million in liquidated damages and allowing Team Image to suspend payments to Solar Team.[15]

Solar Team moved for the partial reconsideration of the Order dated November 3, 2005.[16]

On December 6, 2005, Solar Team filed its own Motion for Issuance of a Writ of Execution due to Team Image's alleged violation of Item No. 20 of the Compromise Agreement. Solar Team claimed that Team Image failed to submit documents necessary for the auditing and accounting of receivables to SGV and Co., the appointed auditor under the Compromise Agreement.[17]

In his Order dated April 7, 2006, Judge Dumayas denied both Team Image's Motion for Reconsideration of the Order dated November 23, 2004 and Solar Team's Motion for Partial Reconsideration of the Order dated November 3, 2005. Judge Dumayas found that Team Image had filed its Motion for Reconsideration beyond the reglementary period, while Solar Team had failed to comply with its obligation to cause the dismissal of all pending cases that it had filed against Team Image. Solar Team was ordered to pay PHP 2 million in liquidated damages in accordance with Item No. 24 of the Compromise Agreement.[18]

On December 5, 2007, Team Image filed its third Motion for Issuance of Writ of Execution with Prayer for Suspension of Payments. It argued that Solar Team's Tieng failed to cause the dismissal of the criminal cases he had earlier filed against Team Image President Felix S. Co (Co).[19]

Likewise, Team Image filed on December 18, 2007 an Omnibus Motion for Issuance of a Writ of Execution and Suspension of Payments, praying that Tieng return to Team Image a total of PHP 25,862,750.00. Team Image reiterated its prayer for the trial court to implement the Order dated November 3, 2005 directing Solar Team to pay Team Image liquidated damages.[20]

In the Order dated January 9, 2008, Judge Dumayas ordered the implementation of the Order dated November 3, 2005 to enforce payment by Solar Team of liquidated

damages for failure to cause the dismissal of its complaint-in-intervention in the collection case filed against Team Image. The trial court subsequently issued a Writ of Execution on January 16, 2008, directing the sheriff to implement the Order dated November 3, 2005.[21]

On January 18, 2008, Solar Team filed a Motion to Defer the Implementation of the Writ of Execution dated January 16, 2008. Solar Team also filed a Motion to Hold in Abeyance the Implementation of the Letters of Garnishment issued pursuant to the Writ of Execution dated January 16, 2008.[22]

Acting on Team Image's Motion dated December 5, 2007 and Omnibus Motion dated December 18, 2007, Judge Dumayas rendered the Order dated January 21, 2008, authorizing Team Image and Co to suspend payment of their obligation, and directing Solar Team, through Tieng, to cause the dismissal of the criminal cases filed against Co pursuant to Item Nos. 21 and 22 of the Compromise Agreement.[23]

Judge Dumayas also found that Tieng had excess collections from VTV. Specifically, in his Complaint for Sum of Money filed against VTV, Tieng allegedly admitted that he had collected PHP 22,971,572.03 from VTV, an amount which exceeded the PHP 10,275,547.48 as disclosed in Item No. 4 of the Compromise Agreement.[24]

In addition, Judge Dumayas found that contrary to Solar Team's representation in Item No. 5 of the Compromise Agreement, the amount of PHP 2,891,226.97 which was supposedly collected without Solar Team's authority actually redounded to Tieng's benefit.[25]

Based on the said findings, Judge Dumayas ordered Solar Team to return the excess amounts and incorrect charges and to pay Team Image a total of PHP 8 million in liquidated damages for breaching four warranties made in the Compromise Agreement. [26] The dispositive portion of the Order dated January 21, 2008 reads:

> WHEREFORE, PREMISES CONSIDERED, this Court hereby grants [Team Image and Felix S. Co's] 1) Motion for the issuance of writ of execution for violation of [Item Nos.] 21 and 22 of the compromise agreement with prayer for an order allowing continuance of suspension of payment of obligation/s, if any, as per paragraph 24 thereof dated December 5, 2007; and 2) Omnibus motion for the issuance of an order directing William Tieng to return to [Team Image and Felix S. Co]; *(a)* overpayment under the compromise agreement *(b)* marketing commission falsely charged against the share of [Team Image and Felix S. Co] in the VTV operations and *(c)* for writ of execution and suspension of payment, if any dated December 18, 2007.
>
> Accordingly, [Team Image and Felix S. Co] are hereby authorized to suspend payment of their obligation, if any, pursuant to [Item No.] 24 of the compromise agreement and that:

ON THE FIRST MOTION

a) William Tieng is hereby ordered to dismiss and/or cause the dismissal of Criminal Case Nos. 07-1235 and 07-1236 now pending before the Regional. Trial Court of Parañaque City, Metro Manila; and

b) Let a writ of execution issue to enforce the payment to [Team Image and Felix S. Co] the sum of [PHP 2 million] as liquidated damages on account of William Tieng's breach of warranties and representations under [Item Nos.] 21 and 22 of the compromise agreement.

ON THE SECOND MOTION

a) William Tieng is hereby ordered to pay/return to [Team Image and Felix S. Co] the sum of [PHP 25,862,750.00] broken down as: [PHP] 17,362,750.00 cash amount received by William Tieng and [PHP] 8,500,000.00, total amount of checks still in the possession of William Tieng;

b) William Tieng is hereby ordered to turn over to [Solar Team] the amount of [PHP 2,891,226.97] and for SGV to pay [Team Image and Felix S. Co's] share thereon;

c) Let a writ of execution issue to enforce payment of the sum of [PHP 4 million] by way of liquidated damages on account of TIENG's aforesaid two (2) breaches of warranty and representation under the first ground hereof and; and another [PHP 4 million] by way of liquidated damages on account of TIENG's aforesaid two (2) breaches of warranty and representation under the second ground hereof or a total of [PHP 8 million], all pursuant to [Item No.] 24 of the Compromise Agreement.

SO ORDERED.[27]

Solar Team filed a Motion for Reconsideration of the January 21, 2008 Order. When Judge Dumayas ordered the deputy sheriff to deliver the garnished amount to Team Image through a certified bank check, Solar Team likewise filed a motion for reconsideration.[28]

Thereafter, Judge Dumayas issued an Omnibus Order[29] dated May 19, 2008, resolving anew Team Image's December 18, 2007 Omnibus Motion. Judge Dumayas determined that the only remedy allowed under the Compromise Agreement is the filing of a motion for issuance of a Writ of Execution, and that the orders allowing Team Image to suspend payments were merely temporary and did not exonerate or release Team Image and Co from their obligation. Judge Dumayas then ruled that Team Image and Co were clearly in default in the payment of their obligation under the Compromise Agreement. Thus, he. set aside all his previous orders that allowed Team

Image to suspend payments, i.e., the Orders dated November 3, 2005 and January 21, 2008.[30]

Furthermore, acting on Solar Team's Motion for Reconsideration, Judge Dumayas reversed and set aside the Order dated January 21, 2008 wherein he declared that Solar Team made excess collections from VTV. Judge Dumayas reversed himself and stated that it was premature to declare that there was overpayment made to Solar Team or Tieng because the appointed auditor, SGV and Co., had not yet finalized the required audit.[31]

Nonetheless, Judge Dumayas found it more appropriate and equitable to grant Solar Team's Omnibus Motion dated March 27, 2008 offering to deposit the amount of PHP 2 million to the trial court or to the Office of the Clerk of Court (OCC), RTC, Makati City. Thus, Judge Dumayas directed Solar Team to deposit the said amount to the OCC, RTC, Makati City, and ruled that the same will be released only after final determination of the obligations of Team Image pursuant to the Compromise Agreement and after the issue: on the violation of the same agreement by Solar Team for its failure to cause the dismissal of Civil Case No. 97-024 has been resolved with finality. Judge Dumayas ruled as follows:

> After considering the parties' respective positions on the issues involved, and without delving on the issue of whether or not plaintiff has really violated the compromise agreement for failure to cause the dismissal of Civil Case No. 97-024 entitled Associated Broadcasting Corporation (ABC 5), plaintiff -vs.- Team Image Entertainment, Inc., defendant; Solar Team Entertainment, Inc., plaintiff-in-intervention, this Court resolves to DENY Plaintiff's Urgent Omnibus Motion dated January 18, 2008 seeking to hold in abeyance the implementation of the Writ of Execution and its Urgent Motion dated January 21, 2008 asking for the recall of the Notice of Garnishment. Although plaintiff seasonably filed its Motion for Reconsideration before the Court of Appeals, the latter court did not issue an order or directive restraining this Court from further proceeding with the case. Moreover, as pointed out by the defendants, since the writ of execution had been executed and implemented by the issuance and service of the letters of garnishment, nothing more remains to be done. In fine, the reliefs sought by the plaintiff were rendered moot and academic by the full execution of the writ and the service of the letters of garnishment issued in relation thereto.
>
> Notwithstanding the denials of the reliefs sought by plaintiff, this Court, however, finds it more appropriate and equitable to GRANT plaintiff's Omnibus Motion dated March 27, 2008 offering to deposit the amount of [PHP 2 million] to this Court or to the Office of the Clerk of Court. Thus, the plaintiff is hereby directed to deposit the said amount to the Office of the Clerk of Court – Regional Trial Court of Makati City within ten (10) days from receipt of this Order, the same will be released only after final determination of the obligations of the defendants pursuant to the

compromise agreement and after the issue on the violation of the same agreement by the plaintiff for its failure to cause the dismissal of Civil Case No. 97-024 has been resolved with finality. Once the amount of P2 Million is deposited with the Office of the Clerk of Court, the Writ of Execution dated January 10, 2008 will be deemed fully satisfied.

Still on the issue of execution and garnishment, defendants sought this Court to immediately order the delivery of the garnished amount to them. Despite the denials of the reliefs sought by plaintiff, this Court, however, could not grant the defendant's request that the amount garnished be delivered to defendants Team Image Entertainment, Inc. or to Mr. Felix Co. Instead, this Court finds it appropriate that the amount garnished and/or deposited by the plaintiff shall remain in the custody of the Office of the Clerk of Court-Regional Trial Court of Makati City until the said issue on violation of the compromise agreement has been resolved with finality.[32]

The dispositive portion of the Omnibus Order dated May 19, 2008 states:

WHEREFORE, PREMISES CONSIDERED, this Court hereby resolves the parties' motions, as follows:

1. [Solar Team's] Urgent Omnibus Motion dated January 18, 2008 praying that:

    1) the implementation of the Writ of Execution dated January 10, 2008 be held in abeyance is hereby **DENIED** for being moot and academic;

    2) a Writ of Execution be issued against [Team Image] to enforce payment of the sum of [PHP 2 million] and the unpaid obligation of [Team Image] pursuant to [Item No.] 24 of the compromise agreement is **GRANTED.** The previous Orders of this Court allowing suspension of payment are hereby **RECONSIDERED AND SET ASIDE**;

2. [Solar Team's] Urgent Motion dated January 21, 2008 praying that the Letters of Garnishment be recalled and/or their implementation be held in abeyance is hereby **DENIED** for being moot and academic;

3. [Solar Team's] Motion for Reconsideration dated January 28, 2008 is hereby **GRANTED**. The Order dated January 21, 2008 is hereby **RECONSIDERED** and **SET ASIDE**;

4. [Solar Team's] Omnibus Motion dated March 27, 2008 seeking that [Solar Team] be allowed to deposit the amount of [PHP 2 million] to the Office of the Clerk of Court - Regional Trial Court of Makati City is **GRANTED**.

5. Finally, [Team Image and Felix S. Co's] prayer to cite [Solar Team's William Tieng] and his counsels for direct contempt is hereby **DENIED** for lack of merit.

Accordingly, [Solar Team] is hereby ordered to deposit the amount of [PHP 2 million] to the Office of the Clerk of Court - Regional Trial Court of Makati City within [10] days from receipt of this Order, the same will be released only after final determination of the obligations of [Team Image and Felix S. Co] pursuant to the compromise agreement and after the issue on the violation of the same agreement by [Solar Team] for its failure to cause the dismissal of Civil Case No. 97-024 has been resolved with finality.

On the other hand, [Team Image and Felix S. Co] are hereby ordered to pay [Solar Team] as follows:

1) the sum of [PHP 2 million] as liquidated damages for their failure to pay [Solar Team] the value of the dishonored checks despite its demand after the April 30, 2004 Order allowing the suspension of payment to [Solar Team] was set aside by the November 23, 2004 Order of this Court.

2) the sum of [PHP 8,500,000.00] representing the value of the [17] dishonored checks which has remained unpaid as provided under [Item No.] 7 of the compromise agreement.

Let a writ of execution issue against [Team Image and Felix S. Co] to enforce the payment of the sum of [PHP 2 million] as liquidated damages and [PHP 8,500,000.00] representing the value of the said [17] dishonored checks or a total of [PHP 10,500,000.00], pursuant to [Item Nos.] 7 and 24 of the compromise agreement.

SO ORDERED.[33]

Team Image filed a Motion for Reconsideration of the May 19, 2008 Omnibus Order, which Judge Dumayas denied in his Order dated August 8, 2008, the dispositive portion of which reads:

WHEREFORE, premises considered, this Court resolves to DENY [Solar Team's] Motion to Consider [Team Image and Felix S. Co's] Motion for Reconsideration as Not Filed dated July 2, 2008. [Team Image and Felix S. Co's] Motion for Reconsider[a]tion dated June 17, 2008 is likewise DENIED for utter lack of merit.

Accordingly, let the Writ as ordered by this Court to be issued per its Order dated May 19, 2008 be now issued and implemented in the manner provided for under Rule 39, Section 8 of the Rules of Court and according to its aforesaid terms.

SO ORDERED.[34]

Thus, Team Image filed a Petition for *Certiorari* before the Court of Appeals (CA) to assail the May 19, 2008 and August 8, 2008 Orders.[35]

On December 10, 2009, the CA rendered its Decision in CA-G.R. SP No. 104961 partly granting the Petition for *Certiorari*. The dispositive portion of the CA Decision states:

> **WHEREFORE**, premises considered, the petition is **PARTLY GRANTED** and resolved as follows:
>
> The implementation of the Writ of Execution dated January 10, 2008 is **AFFIRMED**.
>
> The payment by petitioner of [PHP 2 million] pursuant to [Item No.] 24 of the Compromise Agreement for its failure to settle its obligations within the period from November 23, 2004 to November 3, 2005 is **AFFIRMED.**
>
> The suspension of payment granted in the Order dated November 3, 2005 **STAYS** until respondent Solar Team Entertainment, Inc. withdraws the complaint-in-intervention in Civil Case No. 97-024 before Branch 137, Regional Trial Court of Makati City.
>
> The denial of the recall of the issued Letters of Garnishment is **AFFIRMED**.
>
> The order to deposit the amount of [PHP 2 million] to the Office of the Clerk of Court - Regional Trial Court of Makati City is **REVERSED and SET ASIDE.** The garnished amount of [PHP 2 million] representing liquidated damages is ordered released from the custody of the Clerk of Court of the Regional Trial Court of Makati City and delivered to [petitioner].
>
> The reversal of the order which requires [Solar Team's] William Tieng to cause the dismissal of Criminal Case Nos. 07-1235 and 07-1236 is **AFFIRMED.**
>
> The reversal of the order requiring [Solar Team's] William Tieng to pay the sum of [PHP 2 million] as liquidated damages on account of its failure to dismiss Crim. Case Nos. 07-1235 and 07-1236 is **AFFIRMED**.
>
> The reversal of the order requiring William Tieng to return the sum of [PHP 25,862,750.00] on account of STEI's alleged admission in the pleading in Civil Case No. 05-603 despite the pendency of the SGC audit is **AFFIRMED**.
>
> [. . . .]

> The reversal of the order requiring [Solar Team's] William Tieng to turn over the amount of [PHP 2,891,226.97] to STEI is **AFFIRMED**.
>
> The reversal of the order requiring [Solar Team's] William Tieng to pay a total of [PHP 8,000,000.00] pursuant to [Item No.] 24 of the Compromise Agreement for alleged breaches of warranty and representation is **AFFIRMED.**
>
> **SO ORDERED.**[36]

After their respective Motions for Reconsideration were denied by the CA, Team Image and Solar Team filed their separate Petitions for Review on *Certiorari* before the Court. The Petitions which were docketed as G.R. Nos. 191652 and 191658 were consolidated.[37]

Thereafter, the Court rendered its Decision dated September 13, 2017 which initiated the instant administrative case. In the said Decision, the Court referred the matter to the OCA to be docketed as a separate administrative matter against Judge Dumayas. The Court also directed Judge Dumayas to show cause why he should not be disciplinary dealt with for: (1) issuing the May 19, 2008 Omnibus Order which directed the deposit of [PHP 2 million] before the Office of the Clerk of Court-Regional Trial Court, Makati City; and (2) reversing himself, on several occasions, on the issues of whether Team Image was entitled to suspend payments to Solar Team and whether the criminal cases may be dismissed based on the Compromise Agreement.[38] The dispositive portion of the Decision dated September 13, 2017 reads:

> **WHEREFORE**, the Petitions for Review on Certiorari filed by Team Image Entertainment, Inc. and Solar Team Entertainment, Inc. are **PARTIALLY GRANTED** and the Court of Appeals' December 10 Decision in CA-G.R. SP No. 104961 is **MODIFIED** as follows:
>
> The implementation of the Writ of Execution dated January 10, 2008 is **AFFIRMED**;
>
> Team Image Entertainment, Inc. is **LIABLE** to Solar Team Entertainment, Inc. in the amount of [PHP 2 million] pursuant to [Item No.] 24 of the Compromise Agreement for its failure to settle its obligation within the period from November 23, 2004 to November 3, 2005;
>
> Solar Team Entertainment, Inc. is **LIABLE** to team Image Entertainment, Inc. in the amount of [PHP 2 million] pursuant to [Item No.] 24 of the Compromise Agreement for its failure to withdraw earlier the complaint-in-intervention it filed in Civil Case No. 97-024 pending before Branch 137, Regional Trial Court of Makati City;
>
> Considering that Team Image Entertainment, Inc. and Solar Team Entertainment, Inc. are concurrently liable to each other in equal amounts, the compensation of their liabilities takes effect by operation of law. The

order for Solar team Entertainment, Inc. to deposit the amount of [PHP 2 million] to the Office of the Clerk of Court - Regional Trial Court of Makati City is **REVERSED and SET ASIDE**. The garnished amount of [PHP 2 million] representing liquidated damages is ordered release from the custody of the Clerk of Court of the Regional Trial Court of Makati City and must be returned to Solar Team Entertainment, Inc.;

The reversal of the order which requires William Tieng to cause the dismissal of Criminal Case Nos. 07-1235 and 07-1236 is **AFFIRMED**;

The reversal of the order requiring William Tieng to pay the sum of [PHP 2 million] as liquidated damages on account of his failure to dismiss Criminal Case Nos. 07-1235 and 07-1236 is **AFFIRMED**;

The reversal of the order requiring William Tieng to return the sum of [PHP] 25,862,750.00 on account of Solar Entertainment, Inc.'s alleged admission in its pleading in Civil Case No. 05-603 despite the pendency of [the] SyCip Gorres Velayo and Co. audit is **AFFIRMED**;

The reversal of the order requiring William Tieng to turn over the amount of [PHP] 2,891,226.97 to Solar Team Entertainment, Inc. is **AFFIRMED**;

The reversal of the order requiring William Tieng to pay a total of [PHP] 8,000,000.00 as liquidated damages for alleged breaches of warranty and representation is **AFFIRMED**; and

Finally, the issuance of the May 19, 2008 Omnibus Order is **REFERRED** to the Office of the Court Administrator to be docketed as a regular administrative matter against Presiding Judge Winlove M. Dumayas of Branch 59, Regional Trial Court, Makati City.

SO ORDERED.[39]

In his Comment[40] dated December 4, 2019, Judge Dumayas prayed for the dismissal of the instant matter. He argued that his issuance of the questioned Order dated May 19, 2008 and his reversal of the earlier assailed orders were made in the proper exercise of his judicial functions. He added that his questioned acts were based on his appreciation of the evidence before him, and as to what is right based on the arguments of the parties as well as the application of the laws and jurisprudence. As such, a judge may not be administratively sanctioned from mere errors of judgment in the absence of showing of any bad faith, fraud, malice, gross ignorance, corrupt purpose, or a deliberate intent to do an injustice on his or her part. Furthermore, he stressed that Co previously filed an administrative case against him but was eventually dismissed by the Court in its Resolution dated June 17, 2009.[41]

In the Report[42] dated November 15, 2023, the JIB recommended that Judge Dumayas be found guilty of gross ignorance of the law. The JIB further recommended that he be fined in the amount of PHP 200,000.00 to be deducted from his remaining accrued leave credits, and if such leave credits are insufficient, that he be directed to pay the fine within 10 days from notice.[43]

The JIB determined whether Judge Dumayas should be held liable for his (1) Omnibus Order dated May 19, 2008, and (2) reversal of his own ruling on the issues of whether Team Image was entitled to suspend payments to Solar Team and whether the criminal cases may be dismissed based on the Compromise Agreement.[44]

The JIB noted that in an earlier case, A.M. No. RTJ-15-2435, the Court in its Decision dated March 6, 2018, found Judge Dumayas guilty of gross ignorance of the law or procedure and gross misconduct and imposed upon him the penalty of dismissal from the service with forfeiture of retirement benefits, except leave credits, and with prejudice to re-employment in any branch or instrumentality of the government, including government-owned and controlled corporations.[45]

However, the JIB noted that the Court's Decision dismissing him from service was dated March 6, 2018, after the present case was already instituted pursuant to the Court's Decision dated September 13, 2017. Thus, the JIB proceeded to resolve the case on the merits.[46]

The JIB noted the Court's ruling that Judge Dumayas's assailed order directing the deposit of PHP 2 million payment by Solar Team in liquidated damages with the OCC, RTC Makati, is tainted with grave abuse of discretion and is highly irregular. The JIB recalled that Judge Dumayas, in his assailed May 19, 2008 Omnibus Order, granted Solar Team's Omnibus Motion dated March 27, 2008, which sought permission to deposit the amount of PHP 2 million to the OCC, RTC, Makati City. The JIB ruled that in giving favorable action to Solar Team's obvious machination to delay what is already agreed upon in the Compromise Agreement that he approved, Judge Dumayas undoubtedly violated the final, executory and immutable nature of a judicial compromise.[47]

The JIB noted that the assailed order of Judge Dumayas had a convenient, if not "beneficial," effect on the case as when the Court found Team Image to be guilty of violating the Compromise Agreement for being in default and also liable to pay PHP 2 million in liquidated damages. The JIB observed that such order easily enabled the Court to apply the law on compensation and let the respective obligations of the parties offset each other as well as to order the release and prompt refund or return of the PHP 2 million deposited with the OCC to Solar Team. However, the JIB ruled that such convenience or "benefit" which he failed to even invoke in his comment, will not exculpate him from liability as his assailed Order clearly violated the fundamental tenets of judgment on a compromise agreement.[48]

As to the issue of suspension of payments and dismissal of criminal cases based on the Compromise Agreement, the JIB ruled that while he reversed himself on these two issues, his orders thereon were found to be correct by the CA and the Court, and thus, he should not be held administratively liable therefor. The JIB noted that the Court affirmed the findings of the CA that his orders on the two issues were correct and that Judge Dumayas did not abuse his discretion in his final rulings thereon in his May 19, 2008 Omnibus Order.[49]

Lastly, the JIB recommended that Judge Dumayas be fined in the amount of PHP 200,000.00 considering that he was already dismissed from service and is a repeat offender.[50]

The Court's Ruling

The administrative case against respondent is dismissed. The Court finds respondent not guilty of gross ignorance of the law.

Notably, on November 11, 2025, the Court approved the 2025 Code of Judicial Conduct and Accountability which "shall apply to all incumbent justices and judges in the Philippine Judiciary, except as otherwise provided herein." It took effect on December 21, 2025.[51]

The transitory clause of the 2025 Code of Judicial Conduct and Accountability as provided under Section 1 thereof, provides that "[t]he Code shall be applied to all pending and future cases, except to the extent that, in the opinion of the Supreme Court, its retroactive application would not be feasible or would work injustice, in which case the procedure under which the cases were filed shall govern."

In the present case, the Court finds the retroactive application of the 2025 Code of Judicial Conduct and Accountability to respondent as proper. The Court finds no compelling reason as to why its application in the present case would not be feasible or would work injustice to him.

The Court also notes that, as discussed by the JIB, the Court previously found respondent guilty of gross ignorance of the law or procedure and gross misconduct in A.M. No. RTJ-15-2435,[52] and imposed upon him the penalty of dismissal from service with forfeiture of retirement benefits, except leave credits, and with prejudice to re-employment in any branch or instrumentality of the government, including government-owned and controlled corporations.[53]

However, the dismissal of respondent from government service will not deprive the Court of its jurisdiction over the present administrative complaint. This finds basis in Section 23 of the Code of Judicial Conduct and Accountability which provides:

> SECTION 23. *Penalty in lieu of dismissal on account of supervening resignation, retirement, or other modes of separation of service.* — If the respondent is found liable for an offense which merits the imposition of the

penalty of dismissal from judicial service but the same can no longer be imposed due to the respondent's prior resignation, retirement, or other mode of separation from the service except for death, the respondent may be meted the following penalties in lieu of dismissal:

(a) Forfeiture of all or part of the benefits as the Supreme Court may determine, and disqualification from reinstatement or appointment to any public office, including in government-owned or -controlled corporations. *Provided, however*, that the forfeiture of benefits shall in no case include accrued leave credits; and/or

(b) Fine, as applicable under this [Code.] (Emphasis supplied)

Here, the present administrative complaint was instituted against respondent on September 13, 2017, the date of promulgation of the Court's Decision in G.R. Nos. 191652 and 191658. On the other hand, the Court's Decision in A.M. No. RTJ-15-2435 which ordered the dismissal of respondent from service was dated March 6, 2018, or subsequent to the institution of the present administrative Complaint. Thus, the supervening separation of respondent from government service during the pendency of the present case will not prevent the Court from imposing disciplinary sanctions against him if found administratively liable.

However, the present administrative case should be dismissed as the Court finds respondent not guilty of gross ignorance of the law.

In *Cayabyab v. Judge Pangilinan, Jr.*,[54] the Court discussed what constitutes gross ignorance of the law, to wit:

[G]ross ignorance of the law is the disregard of basic rules and settled jurisprudence. Where the law is straightforward and the facts so evident, failure to know it or to act as if one does not know it constitutes gross ignorance of the law. A judge is presumed to have acted with regularity and good faith in the performance of judicial functions. But a blatant disregard of a clear and unmistakable provision of the Constitution upends this presumption and subjects the magistrate to corresponding administrative sanctions. Thus, in *Office of the Court Administrator v. Dumayas*, the Court held that since the violated constitutional provision in that case was so elementary, failure to abide by it constituted gross ignorance of the law, without even a need for the complainant to prove any malice or bad faith on the part of the judge.

A judge may also be administratively liable for gross ignorance of the law if shown to have been motivated by bad faith, fraud, dishonesty or corruption in ignoring, contradicting or failing to apply settled law and jurisprudence. For liability to attach, the assailed order, decision or actuation of the judge in the performance of official duties must not only be found erroneous but, most importantly, it must also be established that he was moved by bad

> faith, dishonesty, hatred, or some other like motive. As a matter of policy, in the absence of fraud, dishonesty or corruption, the acts of a judge in his judicial capacity are not subject to disciplinary action even though such acts are erroneous. To hold otherwise would be to render judicial office untenable, for no one called upon to try the facts or interpret the law in the process of administering justice can be infallible in his or her judgment.[55] (citation omitted.)

First, the Court does not find respondent administratively liable in issuing the Omnibus Order dated May 19, 2008 which granted Solar Team's motion to allow it to deposit the amount of PHP 2 million to the OCC, RTC, Makati.

It is settled that once a compromise agreement is approved by a final order of the court, it becomes a judgment that is subject to execution under the Rules of Court. Thus, judges have the ministerial and mandatory duty to implement and enforce it. The courts cannot modify or set aside the terms of the compromise agreement.[56]

In the present case, it must be recalled that in the Omnibus Order dated May 19, 2008, respondent granted Solar Team's Omnibus Motion dated March 27, 2008 praying that it be allowed to deposit the amount of PHP 2 million representing liquidated damages to the OCC, RTC, Makati.

Previously, in the Order dated November 3, 2005, respondent granted the motion for the Issuance of a Writ of Execution and Suspension of Payments which was filed by Team Image. Notably, the filing of the said Motion by Team Image was due to Solar Team's failure to cause the dismissal of its complaint-in-intervention in a collection case filed against Team Image, with Solar Team actively participating in the civil case after the execution of the Compromise Agreement. Acting favorably on the Motion, respondent, in the Order dated November 3, 2005, directed the issuance of a Writ of Execution to enforce payment by Solar Team of PHP 2 million in liquidated damages, and allowed Team Image to suspend payments to Solar Team.[57]

Notably, Item No. 24 of the Compromise Agreement, which provides for the consequence of breach by any of the parties of the terms thereof, does not mention deposit to the Court as an accepted mode of payment of liquidated damages to the aggrieved party. What Item No. 24 of the Compromise Agreement provides is that the guilty party shall pay the innocent party the sum of PHP 2 million. Item No. 24 of the Compromise Agreement is reiterated below:

> 24. In the event SGV shall have made a final determination of the respective accountability of the parties and any of the parties fail to comply with the same, or in the event any of the parties is remiss or reneges from [its] commitment/s as specified in this Agreement or breaches the warranties and/or representations as contained herein, then the aggrieved party shall be entitled to an immediate issuance of a writ of execution to enforce compliance thereof and the guilty party **shall pay the innocent party the sum of [PHP 2 Million] Pesos by way of liquidated damages and/or**

> **penalty** and shall, likewise, shoulder all the expenses in enforcing this compromise agreement by writ of execution. Moreover, the innocent party shall have the right to invoke the principle of reciprocity of obligations in contracts as provided for by law.[58] (Emphasis supplied)

However, despite Item No. 24 of the Compromise Agreement, the Court finds respondent not guilty of gross ignorance of the law when he allowed Solar Team to deposit with the OCC, RTC, Makati the amount of PHP 2 million representing liquidated damages.

Notably, in his Comment[59] dated December 4, 2019, respondent argued that he issued the May 19, 2008 Omnibus Order as well as the other assailed subsequent orders/resolutions in the proper exercise of his judicial functions and based on his appreciation of the evidence before him and as to what is right based on the arguments of the parties as well as the application of the laws and jurisprudence.[60]

Respondent's argument is well-taken. Indeed, there is no indication or proof that respondent's issuance of the May 19, 2008 Omnibus Order was attended by bad faith, fraud, dishonesty or even corruption.

Equally important, the Court is not convinced that respondent was not cognizant of the terms of the Compromise Agreement, as well as the rule that once a Compromise Agreement is approved by a final order of the court, it becomes a judgment that is subject to execution under the Rules of Court, and that the courts cannot modify or set aside the terms of the Compromise Agreement.[61]

In fact, as discussed above, in the Order dated November 3, 2005, respondent directed the issuance of a Writ of Execution to enforce payment by Solar Team of PHP 2 million in liquidated damages, among others, instead of ordering the deposit of PHP 2 million to the OCC, RTC, Makati.[62]

However, in the May 19, 2008 Omnibus Order, respondent categorically avoided delving on the issue of whether Solar Team really violated the Compromise Agreement for failure to cause the dismissal of Civil Case No. 97-024, entitled *Associated Broadcasting Corporation (ABC 5), plaintiff, -vs.- Team Image Entertainment, Inc., defendant; Solar Team Entertainment, Inc., plaintiff-in-intervention*. Instead, respondent discussed in the May 19, 2008 Omnibus Order that "the [amount of PHP 2 million] will be released only after final determination of the obligations of the defendants pursuant to the Compromise Agreement and after the issue on the violation of the same agreement by the plaintiff for its failure to cause the dismissal of Civil Case No. 97-024 has been resolved with finality."[63]

Based on the May 19, 2008 Omnibus Order, respondent ordered the deposit of PHP 2 million with the OCC, RTC, Makati, partly on the premise that the issue on the violation of the Compromise Agreement by Solar Team for its failure to cause the dismissal of Civil Case No. 97-024 was yet to be resolved with finality. To the mind of the Court, respondent's need to justify his order for the deposit of PHP 2 million with

the OCC, RTC, Makati, instead of rendering an order to directly enforce payment by Solar Team of PHP 2 million in liquidated damages, belies any suspicion of ignorance of the basic principles of law and the terms of the Compromise Agreement.

Thus, in the absence of fraud, dishonesty or corruption, and considering that the Court is not convinced that respondent was not cognizant of the terms of the Compromise Agreement as well as the abovestated rule governing Compromise Agreements, respondent's issuance of the May 19, 2008 Omnibus Order — particularly granting Solar Team's motion to allow it to deposit the amount of PHP 2 million to the OCC, RTC, Makati, done in his judicial capacity — is not subject to disciplinary action.

Second, the Court does not find respondent administratively liable for reversing himself, on several occasions, on the issue of whether Team Image was entitled to suspend payments to Solar Team.

To recall, on April 29, 2004, respondent issued an Order allowing Team Image to suspend payments to Solar Team until after the trial court shall have resolved the April 26, 2004 Motion for Issuance of a Writ of Execution. Thereafter, respondent issued a Writ of Execution on May 28, 2004.[64] Subsequently, however, acting upon Solar Team's Motion for Reconsideration, respondent issued an Order dated November 23, 2004, which quashed the Writ of Execution and set aside his previous order allowing suspension of payments.[65]

Thereafter, on October 6, 2005, Team Image filed another Motion for Issuance of Writ of Execution and Suspension of Payments on the ground of Solar Team's alleged violation of Item Nos. 21 and 22 of the Compromise Agreement when it failed to cause the dismissal of its complaint-in-intervention in a collection case against Team Image, filed before Branch 137, RTC, Makati City. Thus, on November 3, 2005, respondent issued an Order granting the issuance of a Writ of Execution to enforce payment by Solar Team of PHP 2,000,000.00 in liquidated damages, and allowing Team Image to suspend payments to Solar Team.[66]

Subsequently, acting on the Motions filed by Team Image, respondent issued an Order dated January 21, 2008, decreeing, among others, to suspend Team Image's payment of its obligation and to direct Tieng to cause the dismissal of the criminal cases pending before the RTC, Parañaque City. Solar Team moved for a reconsideration of the above order.[67]

On May 19, 2008, respondent issued an Omnibus Order, resolving anew Team Image's December 18, 2007 Omnibus Motion. Respondent determined that the only remedy allowed under the Compromise Agreement is the filing of a motion for issuance of a Writ of Execution, and that the orders allowing Team Image to suspend payments were merely temporary and did not exonerate or release Team Image and Co from their obligation. He then ruled that Team Image and Co were clearly in default in the payment of their obligation under the Compromise Agreement. Thus, he set aside all his previous orders that allowed Team Image to suspend payments (i.e., the November 3, 2005 and the January 21, 2008 Orders).[68]

It bears emphasis that in the Decision dated September 13, 2017 in G.R. Nos. 191652 and 191658, the Court acknowledged the effects of respondent's orders of suspension of payments on the parties. The Court's discussion is as follows:

> That Team Image filed a motion for suspension of payments further demonstrates that it had not fully paid its obligations under the Compromise Agreement.
>
> While it is true that the trial court granted the Motion for Suspension of Payments in its April 29, 2004 Order, this Order was subsequently set aside on November 23, 2004. Until the trial court granted Team Image's second motion for suspension of payments on November 3, 2005, Team Image had almost a year to resume payments. However, Team Image did not do so. The Court of Appeals, therefore, correctly held that Team Image was in default for failure to resume payments under the Compromise Agreement. Team Image violated [Item Nos.] 6 to 9 of the Compromise Agreement.[69]

Furthermore, as stated in the recital of the CA ruling in the Decision dated September 13, 2017 in G.R. Nos. 191652 and 191658, the CA interpreted Item No. 24 of the Compromise of Agreement, particularly as to the matter of suspension of payments. Notably, while respondent ruled in his Omnibus Order dated May 19, 2008 that the only remedy allowed under the Compromise Agreement is the filing of a motion for issuance of a Writ of Execution, and that the orders allowing Team Image to suspend payments were merely temporary, the CA ruled that the Compromise Agreement allowed for suspension of payments. The Court discussed the ruling of the CA as follows:

> On the second action, the Court of Appeals ruled that the Compromise Agreement allowed. for suspension of payments, paragraph 24 of which stated that the "principle of reciprocity under the Civil Code applied to the parties. The Court of Appeals stated that Team Image was not obliged to pay its monetary obligations under the Compromise Agreement since Solar Team violated several of its provisions such as submitting the required certification of receivables and dismissing the cases earlier filed against Team Image.[70]

On this note, the Court emphasizes that the determination of the availability of suspension of payments as a permissible act under the Compromise Agreement necessitates the interpretation of Item No. 24 thereof. While the first sentence of Item No. 24 provides for the entitlement to the issuance of a writ of execution in case any of the parties is remiss in their obligations under the Compromise Agreement, the second sentence of Item No. 24 provides that the innocent party shall have the right to invoke the principle of reciprocity of obligations in contracts as provided for by law.

Article 1370 of the Civil Code provides that "[i]f the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control," and that "[i]f the words appear to be contrary to the evident intention of the parties, the latter shall prevail over the former."

To be sure, Section 24 is not explicit as to whether suspension of payments is an available remedy under the Compromise Agreement. Thus, as to the matter of suspension of payments, it cannot be said that the provision is so elementary such that any mistake by respondent in interpreting the provision will make him administratively liable. Any erroneous interpretation by respondent as to the propriety of suspension of payments involves an error of judgment which the Court does not consider as gross ignorance of the law.

Furthermore, while respondent reversed himself on several occasions as to the propriety of suspension of payments, this alone does not warrant a finding that respondent committed an infraction. Moreover, the Court cannot speculate as to any ill-motive or bad faith on the part of respondent as to his act of reversing his own rulings in relation to the suspension of payments in the absence of evidence proving such.

Similarly, as to the matter of dismissal of criminal cases as agreed upon by Solar Team and Team Image in the Compromise Agreement, the Court absolves respondent from any administrative liability.

To recall, in the Order dated January 21, 2008, respondent directed, among others, the suspension of Team Image's payment of its obligation. Respondent also directed Tieng to cause the dismissal of the criminal cases pending before the RTC, Parañaque City. Thereafter, in the Omnibus Order dated May 19, 2008, respondent granted Solar Team's Motion for Reconsideration dated January 28, 2008 and thus, reconsidered and set aside the Order dated January 21, 2008 which previously ordered Tieng to cause the dismissal of the criminal cases pending before the RTC, Parañaque City.

The well-settled rule is that criminal liability cannot be the subject of compromise.[71] Article 2034 of the Civil Code provides that [t]here may be a compromise upon the civil liability arising from an offense; but such compromise shall not extinguish the public action for the imposition of the legal penalty."

Notably, in the Court's Decision dated September 13, 2017 in *Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.*,[72] the Court discussed in part:

> It is settled that criminal liability cannot be the subject of a compromise. " [A] criminal case is committed against the People, and the offended party may not waive or extinguish the criminal liability that the law imposes for its commission." This explains why "a compromise is not one of the grounds prescribed by the Revised Penal Code for the extinction of criminal liability."[73] (Citations omitted)

It bears emphasis that the purpose of a motion for reconsideration is to grant the court an opportunity to correct any actual or perceived error attributed to it by re-examination of the legal and factual circumstances of the case.[74]

Here, while respondent initially ordered Tieng to cause the dismissal of the criminal cases, he subsequently reversed the said order and rightly so upon motion for

reconsideration filed by the Solar Team.

Thus, considering that respondent was able to correct himself upon motion for reconsideration filed by Solar Team, the Court considers his previous order for Tieng to cause the dismissal of the criminal cases as a mere error of judgment, and not an act constituting gross ignorance of the law.

Still, while the Court does not find respondent administratively liable for reversing his own rulings on the issues of whether Team Image was entitled to suspend payments to Solar Team and whether the criminal cases may be dismissed based on the Compromise Agreement, respondent should have been more circumspect in studying the case to avoid rendering flipflopping rulings.

A reminder to respondent to be more circumspect in rendering orders and deciding cases would have been apt if he was still an incumbent presiding judge. Judges should avoid being indecisive or even the slightest appearance of indecisiveness in the performance of their adjudicative function. However, with his dismissal from government service, any reminder or warning to respondent to be more circumspect in performing his duties as a judge no longer has practical value.

All told, the Court finds the dismissal of the administrative case against respondent proper.

ACCORDINGLY, the administrative case against respondent former Presiding Judge Winlove M. Dumayas, Branch 59, Regional Trial Court, Makati City is **DISMISSED**.

SO ORDERED.

Gesmundo, C.J., Leonen, SAJ., Caguioa, Hernando, Lazaro-Javier, Inting, Zalameda, Gaerlan, Lopez, Dimaampao, Kho, Jr., and *Villanueva, JJ.*, concur.

Marquez,[*] *J.*, no part.

Singh,[**] *J.*, on leave.

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[*] No part.

[**] On leave.

[1] *Rollo*, pp. 15-48.

[2] *Id.* at 6-14.

[3] *Id.* at 191.

[4] *Id.*

[5] *Id.*

[6] *Id.* at 192.

[7] *Id.*

[8] *Id.*

[9] *Id.* at 193.

[10] *Id.*

[11] *Id.*

[12] *Id.*

[13] *Id.*

[14] *Id.* at 193-194.

[15] *Id.* at 194.

[16] *Id.*

[17] *Id.*

[18] *Id.*

[19] *Id.* at 194-195.

[20] *Id.* at 195.

[21] *Id.*

[22] *Id.*

[23] *Id.* at 22, 195; **Team Image Entertainment, Inc. v Solar Team Entertainment, Inc.**, 818 Phil. 122, 134 (2017) [Per J. Leonen, Third Division].

[24] *Rollo*, p. 22; **Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.**, 818 Phil. 122, 134 (2017) [Per J. Leonen, Third Division].

[25] *Rollo*, p. 23; **Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.**, 818 Phil. 122, 134-135 (2017) [Per J. Leonen, Third Division].

[26] *Rollo*, p. 23; **Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.**, 818 Phil. 122, 135 (2017) [Per J. Leonen, Third Division].

[27] *Rollo*, pp. 23-24; **Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.**, 818 Phil. 122, 135-136 (2017) [Per J. Leonen, Third Division].

[28] *Rollo*, p. 24; **Team Image Entertainment, Inc. v. Solar Team Entertainment, Inc.**, 818 Phil. 122, 136 (2017) [Per J. Leonen, Third Division].

[29] *Rollo*, pp. 6-14.

[30] *Id.* at 196.

[31] *Id.* at 24-25.

[32] *Id.* at 7-8.

[33] *Id.* at 12-14.

[34] *Id.* at 26.

[35] *Id.* at 196.

[36] *Id.* at 196-197.

[37] *Id.* at 197.

[38] *Id.* at 198.

[39] *Id.* at 198-199.

[40] *Id.* at 136-137.

[41] *Id.* at 199.

[42] *Id.* at 190-207.

[43] *Id.* at 206-207.

[44] *Id.* at 199-200.

[45] *Id.* at 200.

[46] *Id.* at 201.

[47] *Id.* at 201-203.

[48] *Id.* at 204.

[49] *Id.* at 205.

[50] *Id.* at 206.

[51] OCA Circular No. 347-2025, December 18, 2025; A.M. No. 25-04-04-SC, November 11, 2025.

[52] **Office of the Court Administrator v. Judge Dumayas**, 827 Phil. 173 (2018) [*Per Curiam, En Banc*].

[53] *Id.* at 190.

[54] 878 Phil. 60 (2020) [Per J. Caguioa, First Division].

[55] *Id.* at 70-71.

[56] **Cathay Land, Inc. v. Ayala Land, Inc.**, 816 Phil. 499, 512 (2017) [Per J. Del Castillo, First Division].

[57] *Rollo*, p. 20.

[58] *Id.* at 192.

[59] *Rollo*, pp. 140-141.

[60] *Id.* at 140.

[61] **Cathay Land, Inc. v. Ayala land, Inc.**, 816 Phil. 499, 512 (2017) [Per J. Del Castillo, First Division].

[62] *Rollo*, p. 20.

[63] *Id.* at 13.

[64] *Id.* at 193.

[65] *Id.*

[66] *Id.*

[67] *Id.* at 195.

[68] *Id.* at 196.

[69] *Rollo*, p. 38; 818 Phil. 122, 153 (2017) [Per J. Leonen, Third Division].

[70] *Rollo*, pp. 27-28; 818 Phil. 122, 140-141 (2017) [Per J. Leonen, Third Division].

[71] **Trinidad v. Office of the Ombudsman**, 564 Phil. 382, 391 (2007) [Per J. Carpio-Morales, *En Banc*].

[72] 818 Phil. 122 (2017) [Per J. Leonen, Third Division].

[73] *Id.* at 155-156.

[74] **Republic of the Philippines v. Bayao**, 710 Phil. 279, 287 (2013) [Per J. Leonen, Third Division].

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