

REPUBLIC OF THE PHILIPPINES MUNICIPAL TRIAL COURT IN CITIES FOURTH JUDICIAL REGION BRANCH 2, LIPA CITY

Civil Case No.0054-2024 FOR: Annulment of Deed of Sale of Transfer Certificate Title Nos. 072-2024001816 and 072-2024001817, Reconveyance, with Damages

LEONILA L. BANAAG, Defendant.

TO: LEONILA L. BANAAG 14 Carl Crescent, Scarborough, Ontario, M1W 3R2 Canada

You are hereby required, within thirty (30) days after service of this summons upon you, to file with this Court and serve on the plaintiff your answer to the complaint, copy of which is attached together with annexes. You are reminded of the provision in the IBP-OCA Memorandum on Policy Guidelines dated March 12, 2002 to observe restraint in filing a motion to dismiss and instead allege the grounds thereof as defenses in the Answer. If you fail to answer within the time fixed, the plaintiff will take judgment by default and may be granted the relief applied for in the complaint.

WITNESS my hand under the seal of the Court, this 25th day of November 2024.

PAUL RHEINMAR M. ROSALES Clerk of Court

REPUBLIC OF THE PHILIPPINES MUNICIPAL TRIAL COURT IN CITIES FOURTH JUDICIAL REGION BRANCH 2, LIPA CITY

Civil Case No.0054-2024 FOR: Annulment of Deed of Sale of Transfer Certificate Title Nos. 072-2024001816 and 072-2024001817, Reconveyance, with Damages

LEONILA L. BANAAG, Defendant.

Before this Court is a Motion for Leave of Court to Serve Summons by Publication dated December 4, 2024 filed by plaintiffs through counsel, praying that a leave of court be granted to serve summons by publication.

WHEREFORE, in view of the foregoing, plaintiff's Motion for Leave of Court to Serve Summons by Publication is hereby GRANTED.

Let this Order and copy of the summons together with the Complaint and its annexes be published once a week for three (3) consecutive weeks in a newspaper of general circulation at the expense of the plaintiffs. Leonila L. Banaag shall have sixty (60) calendar days from the date of publication within which to answer. Further, plaintiffs are directed to send a copy of the summons and this Order through registered mail to defendant at her last known address.

MARICEL P. ABARENTOS-GAIN Presiding Judge

cc: -Atty. Angelito V. Maraņa Maraña Law Office Tanco Drive, Brgy. Marauoy, Lipa City -Zenaída Banaag-Lorzano Rep. by Geraldine Banaag 73 Bagong Pook, Lipa City, Batangas -Leonila L. Banaag 14 Carl Crescent, Scarborough, Ontario, M1W 3R2 Canada

REPUBLIC OF THE PHILIPPINES MUNICIPAL TRIAL COURT IN CITIES FOURTH JUDICIAL REGION BRANCH 2, LIPA CITY ZENAIDA BANAAG-LORZANO represented by her attorney-in-fact, GERALDINE L. BANAAG, Plaintiff.

Civil Case No.0054-2024 For: Annulment of Deed of Sale of Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817, Reconveyance, with Damages

LEONILA L. BANAAG, Defendant.

COMPLAINT

Plaintiffs, by counsel, unto this Honorable Court, most respectfully aver:

PARTIES

1. That the herein Plaintiff, ZENAIDA BANAAG-LORZANO, married to Isaac S. Lorzano, is of legal age, formerly Filipino citizen now Canadian citizen, with residence address at Toronto, Canada, and is duly represented by her attorney-in-fact, GERALDINE L. BANAAG, single, of legal age, Filipino, with residence address at 73 Bagong Pook, Lipa City, Batangas, where Plaintiff may be served with summons and other court processes. (Copy of the Special Power of Attorney is hereto attached as Annex "A")

STATEMENT OF FACTS

3. That Plaintiff and Defendant are siblings, the latter being the eldest sister of the former. 4. That Plaintiff Zenaída Banaag-Lorzano is the registered owner of the following two (2) parcels of land situated in Barrio Bagong Pook, Lipa City, Province of Batangas covered by: a. Transfer Certificate of Title No. T-126804 containing an area of One Thousand Three Hundred Ninety (1,390) Square Meters, and b. Transfer Certificate of Title No. T-126805 containing an area of One Thousand One Hundred Forty (1,140) Square Meters. (Copy of the Transfer Certificate of Title No. T-126804 is hereto attached as Annex "B" of the Transfer Certificate of Title No. T-126805 are hereby attached as Annex "C".)

5. That in order to prevent the herein parties' brother, Mario Banaag, from making any claim over the above-stated properties and allegedly transferring it in his name and taking control of the same, Defendant advised and lured the herein Plaintiff to transfer the ownership of the said properties in her name. 6. That believing that the transfer of the properties in Defendant's name will stop her siblings from claiming her properties, Plaintiff executed a Deed of Absolute Sale in favor of the Defendant. (Copy of the Certified Deed of Absolute Sale dated June 10, 2022 is hereto attached as Annex "D").

7. That the said sale was made without any consideration and the Plaintiff never received the amount of One Million Five Hundred Thousand Pesos (Php 1,500,000.00) stated as consideration in the said Deed of Absolute Sale. 8. That Plaintiff was not properly apprised of the consequences of the signing of the said Deed of Absolute Sale and the Defendant, taking advantage of her moral ascendancy being the eldest in the family, hoodwinked Plaintiff to believe that she will retain ownership of the said properties and that the purported sale was made solely for the purpose preventing their brother Mario Banaag from making any claim over the same.

9. That Plaintiff later on learned and realized Defendant's interest over the properties and the consequent transfer of ownership by virtue of the said Deed of Absolute Sale, she requested Atty. Rachel Mamangun, who was the one handling the transfer of properties, to hold the transfer of the said properties into the name of the Defendant. 10. That, however, despite Plaintiff's request to defer the transfer of the properties, Defendant's lawyer through her niece called Atty. Rachel Mamangun and instructed her to pursue the transfer and to not believe the herein Plaintiff's request to hold the transaction.

11. That Plaintiff later on knew of the transfer being continued when she received a text message from a son/daughter of Defendant containing instructions to proceed with the transfer despite the request to hold the transfer of property which was wrongfully sent to her. 12. That as a countermeasure to the lack of consideration of the said sale and transfer of properties, Defendant unilaterally executed a Promissory Note wherein she undertook to pay the consideration for the sale of the properties. (Copy of the Promissory Note dated December 4, 2023 is hereto attached as Annex "E").

13. That Defendant then tried to tender payment based on the Promissory Note in the amount of THREE MILLION PESOS (Php 3,000,000.00) in Canadian dollars amounting to CS SEVENTY TWO THOUSAND, and when informed of Plaintiff's refusal to accept her payment, she offered to make additional payment therein in the amount of CS EIGHTY THOUSAND DOLLARS which is about THREE MILLION FOUR HUNDRED THOUSAND PESOS (Php 3,400,000.00). 14. That Plaintiff steadily refused to receive or accept the said amount as she has no interest to sell the said properties for a consideration which is below the market value of the properties. 15. That as a result of the refusal to accept payment in any amount, Defendant has since refused to talk to Plaintiff and has exercised her rights as the registered owner of the said properties

by preventing the Plaintiff to get her belongings and enter the premises. 16. That subsequently thereto, Defendant has taken over control over the properties covered by the two titles in order to spite Plaintiff and her other siblings and has prevented them from making use of the said properties. 17. That Plaintiff later on knew that by virtue of the said Deed of Absolute Sale dated June 10, 2022, the Transfer Certificate of Title Nos. T-126804 and T-126805 were cancelled and a new Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817 were issued in favor of Defendant, Leonila L. Banaag. (Copy of Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817 are hereto attached as Annex "F" and "G") 18. That in order to protect her rights, Plaintiff filed an adverse claim on March 18, 2022 under Entry No. 2022002276 to claim over the properties covered by Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817 and to recover the respective consideration of the sale of the subject properties. (Copy of the Affidavit of Adverse Claim is hereby attached as Annex "H") 19. The herein Plaintiff made efforts for the peaceful resolution of the situation, including the sending of a letter to the herein defendant Leonila L. Banaag, but despite her efforts and receipt of the letter, the herein defendant refuses to settle the issue and instead avoided the matter and just sent a reply through her lawyer. (Copy of the demand letter is hereto attached as Annex "I") and the reply of Defendant's lawyer as Annex "J")

CAUSE OF ACTION

20. That the Deed of Absolute Sale dated June 10, 2022 was made without any consideration, and thus null and void. 21. That under Article 1318 of the Civil Code of the Philippines, it is provided that: Art. 1318. There is no contract unless the following requisites concur: (1) Consent of the contracting parties; (2) Object certain which is the subject matter of the contract; (3) Cause of the obligation which is established. 22. And in the case of Bacalso and Bacalso v. Acaac et al., the Supreme Court held that: "Gr. No. 172919, January 13, 2016 Well-settled is the rule that where there is no consideration, the sale is null and void ab initio. In Sps. Leguin v. Sps. Vizconde, the Court ruled that: There can be no doubt that the contract of sale or Kasulatan lacked the essential element of consideration. It is a well-entrenched rule that where the deed of sale states that the purchase price has been paid but in fact has never been paid, the deed of sale is null and void ab initio for lack of consideration. (Citation omitted)

23. That it is worthy to note that Deed of Absolute Sale sought to be annulled in this instant case was executed in June 10, 2022, while the Promissory Note was made and executed on December 4, 2023 or after more than a year from the execution of the sale. 24. That the said Promissory Note was likewise made without the consent and knowledge of the Plaintiff and the same was an acknowledgment of the lack of consideration over the sale, and when she had knowledge of the same, she refused it as there was no intention to sell the same and besides it is below the market value of the properties. 25. That, furthermore, the sale allegedly executed by the Plaintiff was without the knowledge consent and conformity of the Plaintiff's husband, and is therefore void. 26. As provided for in Articles 96 and 124 of the Family Code of the Philippines: Art. 96. The administration and enjoyment of the community property shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for proper remedy, which must be availed of within five years from the date of the contract implementing such decision. In the event that one spouse is incapacitated or otherwise unable to participate in the administration of the common properties, the other spouse may assume sole powers of administration. These powers do not include disposition or encumbrance without authority of the court or the written consent of the other spouse. In the absence of such authority or consent, the disposition or encumbrance shall be void. However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors. (206a) Art. 124. The administration and enjoyment of the conjugal partnership shall belong to both spouses jointly. In case of disagreement, the husband's decision shall prevail, subject to recourse to the court by the wife for proper remedy, which must be availed of within five years from the date of the contract implementing such decision. In the event that one spouse is incapacitated or otherwise unable to participate in the administration of the conjugal properties, the other spouse may assume sole powers of administration. These powers do not include disposition or encumbrance without authority of the court or the written consent of the other spouse. In the absence of such authority or consent, the disposition or encumbrance shall be void. However, the transaction shall be construed as a continuing offer on the part of the consenting spouse and the third person, and may be perfected as a binding contract upon the acceptance by the other spouse or authorization by the court before the offer is withdrawn by either or both offerors. (165a) (Underscoring supplied)

27. That evident from the Deed of Absolute Sale dated June 10, 2022, nothing indicates that Plaintiff's spouse signified his consent over the same. Neither was an acceptance of the offer made by the Plaintiff and her spouse. 28. That as a result of the defendant's adverse actions, Plaintiff was left with no other recourse but to file this instant action and was constrained to hire the services of counsel to protect their rights for a fee of Php 150,000.00 plus appearance fees of 10% of whatever contingent fee of 10% of whatever damages maybe awarded to plaintiff and cost of suit. 29. Further, Plaintiff suffered physical suffering, mental anguish, sleepless nights, besmirched reputation, fright, serious anxiety thereby entitling him to moral damages of not less than Php 100,000.00 and exemplary damages of Php 50,000.00 by way of correction of public good. 30. That the market value of the two (2) properties for real estate purposes is more or less Php 24,410.00, respectively. (Copy of the Tax Declaration are hereby attached as Annex "K" and "L".) 31. That the witness to be presented to attest to the foregoing facts and the material allegations of this Complaint, specifically as to the Annulment of Deed of Sale and Cancellation of Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817, Reconveyance, with Damages, as to the fact any action or filed any claim involving the same issues in any Court, Tribunal or Quasi-Judicial Agency and to the best of my knowledge, no documentary evidence: 32. That Petitioner, in support of the allegations in this Petition, intends to present the following pending thereon: such action or claim is d) That if there is such other pending action or claim, a complete statement of the present status thereof, That if we should thereafter learn that a same action or similar claim has been filed or is pending before the Court wherein the aforementioned complaint or initiatory pleading has been filed, we hereby undertake to report said fact within 5 days from knowledge thereof.

33. That this Petition is compliant to Section 6, Rule 7 of the Amended Rules on Civil Procedure.

PRAYER

WHEREFORE, PREMISES CONSIDERED, it is respectfully prayed that the Honorable Court that after due notice and hearing render a decision thereby ordering the following: a) Annulling the Deed of Absolute Sale dated June 10, 2022. b) Directing the Register of Deeds of Lipa City to cancel Transfer Certificate of Title Nos. 072-2024001816 and 072-2024001817 issued in the name of defendant LEONILA L. BANAAG and re-issue new titles in the name of Plaintiff, ZENAIDA BANAAG-LORZANO. c) Directing the defendant to pay the amount equivalent to Php 100,000.00 as moral damages and Php 50,000.00 as exemplary damages, plus Php 150,000.00 and 10% of whatever amount that maybe awarded to Plaintiff as attorney's fees, and Php 5,000.00 appearance fees; d) Pay the cost of suit and legal expenses; Plaintiff prays for such further and other reliefs just and equitable under the circumstances. Other reliefs just and equitable in the premises are herein further prayed for. Respectfully submitted. Lipa City, Batangas, November 11, 2024.

MARAÑA LAW OFFICE Counsel for the Plaintiff Tanco Drive, Brgy. Marauoy, Lipa City maranalawofc@outlook (043) 781-6628 by: ANGELITO V. MARAÑA PTR No. 6455043 1/3/2024 Lipa City IBP Lifetime Roll No.00456 1/12/96 Bats. Roll No. 35071 May 27, 1988 MCLE Certificate VIII-0004257 10/11/23 avm_215@yahoo.com/01978562326

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING I, GERALDINE L. BANAAG, single, of legal age, Filipino, with residence address at 73 Bagong Pook, Lipa City, Batangas, after having been duly sworn to hereby depose and say: a) That I am the attorney-in-fact of ZENAIDA BANAAG-LORZANO, Plaintiff in the above entitled case; b) That as such, we have caused the preparation of this instant complaint, and the allegations herein are true and correct as of our own knowledge and belief; c) That as Plaintiff, we have not commenced any action or filed any claim involving the same issues in any Court, Tribunal or Quasi-Judicial Agency and to the best of my knowledge, no pending thereon; such action or claim is d) That if there is such other pending action or claim, a complete statement of the present status thereof, That if we should thereafter learn that a same action or similar claim has been filed or is pending before the Court wherein the aforementioned complaint or initiatory pleading has been filed, we hereby undertake to report said fact within 5 days from knowledge thereof. WITNESS MY HAND, this 11th day of November, 2024 at Lipa City.

Table with 4 columns: DOCUMENT, HERETO ATTACHED AS ANNEX, PURPOSE, TO BE MARKED AS EXHIBITS. Rows include Special Power of Attorney (A), Certified electronic copy of T-126804 and T-126805 (B & C), Certified Deed of Absolute Sale (D), Promissory Note (E), Transfer Certificate (F & G), Affidavit of Adverse Claim (H), Demand Letter and reply (I & J), Judicial Affidavit of L. BANAAG (K), and Petition (L).

ATTY. MARIETA BAROJA GARTA NOTARY PUBLIC NC No. 2023-0018 until December 31, 2025 116 Tanco Drive, Marauoy, Lipa City, Batangas Philippines PTR No. 6453594; 01/02/2024 Lipa City IBP Life Member No. 04827; Roll of Attorney No. 25111 MCLE Compliance No. VII-0009821

Grid of document thumbnails and signatures, including the signature of GERALDINE L. BANAAG and ANGELITO V. MARAÑA.

your failure to comply with this requirement.

12.1 Refusal of Entry and Fines If you are refused permission to enter a country and if a government or government authority orders us to return you to your place of origin or remove you to another country:

12.2 Reimbursement of costs If we are ordered to pay any fine or penalty at any time, or incur any expense, costs, loss or Damage ("losses") by reason of your being denied entry into any country, or because of your failure to comply with any law, regulation, order or requirement, or because of your behaviour, health or medical condition, you must reimburse us for all losses plus all legal costs and other expenses reasonably incurred.

13. OUR LIABILITY AND THE APPLICABLE CONVENTION AND LAWS Our liability as a Carrier is subject to a number of different laws depending on the circumstances, including the nature of the damage and loss claimed.

13.1 International carriage (a) General Where your Booking is for travel between countries which are parties to the Montreal Convention or a version of the earlier Warsaw Convention, the applicable Convention will govern the liability of the Carrier for death, bodily injury, delay and for Baggage claims during international carriage including sectors within one country.

(b) Montreal Convention The limits of liability are subject to periodic revision and currently the Montreal Convention which applies to most international carriage provides:

(c) Warsaw Convention In the unlikely event that your international carriage is subject to the Warsaw Convention or an amended Warsaw Convention, similar provisions to those relating to the Montreal Convention will prevail but where there are financial limits of liability those limits will be different and you should obtain advice on the level of liability that may apply at the time of loss or damage.

14. GENERAL We are not liable for any Damage arising from our compliance with any laws or government regulations or your failure to comply with the same.

15. ADDITIONAL INFORMATION FOR FLIGHTS DEPARTING FROM OR TRANSITING IN CHINA See additional Passenger Rights information applicable to flights departing from or transiting in the People's Republic of China (excluding Hong Kong SAR, Macau SAR and Taiwan).

16. ADDITIONAL INFORMATION FOR FLIGHTS DEPARTING FROM, ARRIVING AT OR TRANSITING IN AUSTRALIA Certain statutory guarantees and warranties apply to the supply of goods or services provided to you as a consumer.

17. OUR NAME AND ADDRESS Our name may be abbreviated to JSA or 3K on the Itinerary Receipt.

Carrier. In either case there is a limit of liability of 1,288 SDRs (about SGD\$2,272); and for travel that occurs on or after 28 December 2024, 1,519 SDRs (about SGD\$2,680) for Baggage; unless damage resulted from the intentional or reckless conduct of the Carrier. Any claim for damage to or delay of Baggage must be made in writing to the Carrier within the following timeframes: in the case of damage to your Baggage, as soon as you discover the damage after you have received the Baggage, and at the latest within 7 Days; and in the case of delay, within 21 days from when the Baggage has been made available to you.

Any legal proceeding must be brought within two years.

These Conditions of Carriage (including any exclusion or limitation of liability) apply to and are for the benefit of the Authorised Agents, employees and representatives and agents to the same extent as they apply to us.

Any incident involving Damage to your clothing worn or taken into the aircraft cabin must be immediately reported to our total amount that you can recover from us, our Authorised Agents, employees, representatives and agents will not be more than the total amount of our liability, if any.

Subject to any applicable law, except where these Conditions of Carriage provide otherwise, our liability, if any, is limited to proven direct compensatory Damages.

Nothing in these Conditions of Carriage: except where we say otherwise, gives up any exclusion or limitation of liability to which we are entitled under any laws which may apply, or gives up any defence available to us under any laws which apply including against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

Despite any translation of these Conditions of Carriage into another language, the English version of these Conditions of Carriage will prevail.

NOTICE is hereby given that this application will be heard by this Board on MAY 8, 2025 at 9:00 a.m. at its Office at the above address. (face-to-face hearing).

Parties opposed to the granting of the application must file their written oppositions supported by documentary evidence on or before the above date furnishing a copy of the same to the applicant/s and may if they so, desire appear on said date and time.

NOTICE OF HEARING Applicant is a grantee of a Certificate of Public Convenience to operate a TH Freight-Truck Service within GATTARAN, CAGAYAN to any point in the PHILIPPINES with the use of TWO (2) units, which certificate is valid up to APRIL 29, 2025.

Republic of the Philippines Department of Transportation Land Transportation Franchising and Regulatory Board East Avenue, Quezon City CASE NO. 2018-29006 Application for Extension of Validity of a Certificate of a Public Convenience to operate a Truck-for-hire (TH) Service. BETCHO'S HAULER & MOVERS CORP., Applicant/s.

NOTICE OF HEARING Applicant is a grantee of a Certificate of Public Convenience to operate a TH Freight-Truck Service within MANDALUYONG CITY to any point in the PHILIPPINES with the use of FOUR (4) units, which certificate is valid up to APRIL 29, 2025.

NOTICE is hereby given that this application will be heard by this Board on MAY 8, 2025 at 9:00 a.m. at its Office at the above address. (face-to-face hearing).

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NOTICE OF HEARING Applicant is a grantee of a Certificate of Public Convenience to operate a TH Freight-Truck Service within TERESA, RIZAL to any point in the PHILIPPINES with the use of ONE (1) unit/s, which certificate is valid up to MARCH 4, 2025.

NOTICE OF HEARING Applicant is a grantee of a Certificate of Public Convenience to operate a TH Freight-Truck Service within CUBAO, QUEZON CITY to any point in the PHILIPPINES with the use of ONE (1) unit/s, which certificate is valid up to DECEMBER 29, 2024.

NOTICE is hereby given that this application will be heard by this Board on MAY 8, 2025 at 9:00 a.m. at its Office at the above address. (face-to-face hearing).

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the validity of the said Certificate within the same territory with the use of same number of unit/s.

NOTICE is hereby given that this application will be heard by this Board on MAY 13, 2025 at 9:00 a.m. at its Office at the above address. (face-to-face hearing).

Parties opposed to the granting of the application must file their written oppositions supported by documentary evidence on or before the above date furnishing a copy of the same to the applicant/s and may if they so, desire appear on said date and time.

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Republic of the Philippines Department of Transportation Land Transportation Franchising and Regulatory Board East Avenue, Quezon City CASE NO. 2019-27664 Application for Extension of Validity of a Certificate of a Public Convenience to operate a Truck-for-hire (TH) Service. CESAR G. RAMIREZ, Applicant/s.

NOTICE OF HEARING Applicant is a grantee of a Certificate of Public Convenience to operate a TH Freight-Truck Service within BATANGAS to any point in the PHILIPPINES with the use of TWO (2) unit/s, which certificate is valid up to OCTOBER 22, 2025.

NOTICE is hereby given that this application will be heard by this Board on MAY 15, 2025 at 9:00 a.m. at its Office at the above address. (face-to-face hearing).

Parties opposed to the granting of the application must file their written oppositions supported by documentary evidence on or before the above date furnishing a copy of the same to the applicant/s and may if they so, desire appear on said date and time.

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