



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **01 February 2021** which reads as follows:*

“G.R. No. 254833 (Anistar Trading & Brokerage Corporation v. Prudential Guarantee and Assurance Corporation). – After a judicious perusal of the case, the Court resolves to **DENY** the present petition¹ and **AFFIRM** the Decision² dated October 28, 2019 and Resolution³ dated September 23, 2020 of the Court of Appeals (CA) in CA-G.R. SP No. 11092 for failure of petitioner Anistar Trading & Brokerage Corporation (petitioner) to sufficiently show that the CA committed any reversible error in dismissing its *certiorari* petition and affirming the Orders dated March 21, 2017⁴ and May 31, 2017⁵ of the Regional Trial Court of Cebu City, Branch 10 (RTC).

As correctly ruled by the CA, the provisions of CBP Circular No. 905, series of 1982 issued by the Monetary Board apply in this case considering the finality of the RTC’s Order⁶ dated November 29, 2011 confirming the Insurance Commission’s arbitral award, per Entry of Judgment dated January 18, 2012. This is so because judgments that have become final and executory prior to July 1, 2013 or after the effectivity of BSP Circular No. 799, series of 2013 shall not be disturbed and shall continue to be implemented applying the rate of interest fixed therein.⁷ Under Section 2⁸ of BSP Circular No. 905, series of 1982, the rate of interest for the loan or forbearance of any money, goods or credits and the rate allowed in judgments, *in the absence of express contract as to such rate of interest*, is twelve

¹ Rollo, pp. 6-24.

² Id. at 30-37. Penned by Associate Justice Pamela Ann Abella Maxino with Associate Justices Alfredo D. Ampuan and Carlito B. Calpatura, concurring.

³ Id. at 42-45. Penned by Associate Justice Pamela Ann Abella Maxino with Associate Justices Dorothy P. Montejo-Gonzaga and Lorenza Redulla Bordios, concurring.

⁴ Id. at 57-61. Penned by Presiding Judge Soliver C. Peras.

⁵ Id. at 62.

⁶ Id. at 51-56.

⁷ *Navar v. Gallery Frames*, G.R. No. 189871, 716 Phil 267, 279-280 (2013).

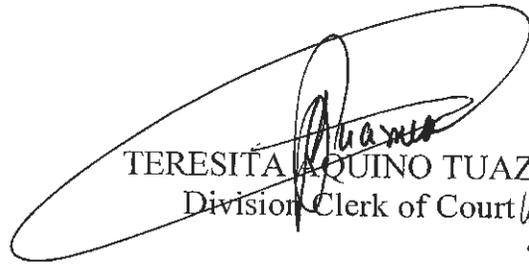
⁸ Section 2 of BSP Circular No. 905, Series of 1982 reads:

Section 2. The rate of interest for the loan or forbearance of any money, goods or credits and the rate allowed in judgments, in the absence of express contract as to such rate of interest, shall continue to be twelve percent (12%) per annum.

percent (12%) per annum. Considering further the express provision in Fire Insurance Policy No. FLCEB706000785RA issued by respondent Prudential Guarantee and Assurance Corporation in favor of petitioner pegging the interest rate at six percent (6%) per annum, the CA did not err in affirming the RTC's issuances applying the said stipulated interest rate.

SO ORDERED."

By authority of the Court:



TERESITA AQUINO TUAZON
Division Clerk of Court *Uth*
2/24

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HON. PRESIDING JUDGE (reg)
Regional Trial Court, Branch 10
Cebu City
(Civil Case No. CEB-37207)

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Supreme Court, Manila

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Please notify the Court of any change in your address.
GR254833. 02/01/2021(171)URES