

Title: Philippine Charity Sweepstakes Office v. Antonio F. Mendoza

Facts:

Antonio F. Mendoza, the respondent, bet on the Lotto 6/42 draw on October 2, 2014, and one of his “lucky pick” number combinations won. The winning ticket was accidentally damaged by his granddaughter and further mishandled in an attempt to restore it, making it only partially readable. Mendoza approached the Philippine Charity Sweepstakes Office (PCSO) to claim the jackpot prize but was initially rebuffed due to the ticket’s condition. Despite recommendations from the House of Representatives Committee on Games and Amusements and Mendoza’s efforts to provide evidence of his win, including undergoing a polygraph test, PCSO maintained its refusal based on its “no ticket, no payment” policy. Mendoza filed a Complaint for specific performance in the RTC, which ruled in his favor. PCSO’s appeal to the CA was unsuccessful, leading to PCSO filing a Petition for Review with the Supreme Court.

Issues:

1. Whether the provisions in the PCSO Rules and Regulations for the Lotto 6/42 are susceptible to judicial interpretation.
2. Whether Antonio F. Mendoza has sufficiently proved that he is entitled to the jackpot prize despite the fact that his winning ticket was partially burned.

Court’s Decision:

The Supreme Court denied the PCSO’s petition, affirming the CA’s decision with modifications. It identified the PCSO Rules as ambiguous and subject to interpretation, emphasizing that the essence of winning in the Lotto 6/42 game was the selection of the winning number combination, not the physical condition of the ticket. The Court ruled that Mendoza provided sufficient evidence to prove he selected the winning combination, entitling him to the jackpot prize.

Doctrine:

The Court reiterated the doctrine that the interpretation of ambiguous contract provisions is a judicial function and clarified the application of the Best Evidence Rule, stating it pertains to the content of documents and not scenarios involving the existence or condition of the document.

Class Notes:

- Ambiguity in Contractual Terms: A contract provision is ambiguous if it is susceptible to

two reasonable alternative interpretations. Judicial interpretation becomes necessary when contractual terms cannot be understood definitively.

- Best Evidence Rule: Applies only when the content of the document is the subject of inquiry, not applicable in situations regarding the existence or condition of the document.
- Preponderance of Evidence: In civil cases, the party with the evidence that more likely than not proves the case wins. This standard was applied to determine Mendoza's entitlement to the jackpot prize.

Historical Background:

The case underscored the PCSO's authority and responsibility in conducting lotteries for charitable purposes under R.A. No. 1169, as amended, and highlighted issues surrounding the conduct of such games of chance. It brought to the fore the balance between upholding the integrity of lottery operations and ensuring that rightful winners are awarded their prizes. It illustrated the challenges in the legal interpretation of game rules and regulations, especially in situations where evidence of winnings is compromised.