

### Title: Almeda vs. Bathala Marketing Industries, Inc.

### Facts:

In May 1997, Ponciano L. Almeda, leasing a portion of the Almeda Compound in Makati City to Bathala Marketing Industries, Inc. (respondent), passed away, leaving the petitioners, Eufemia and Romel Almeda, to deal with the lease. The lease agreement, renewed before Ponciano's death, had clauses relating to adjustments in rental rates due to tax changes and extraordinary inflation or devaluation. In December 1997 and January 1998, the Almedas informed the respondent of increased rental charges due to the Value Added Tax (VAT) and extraordinary inflation, citing Contract of Lease's conditions and Article 1250 of the Civil Code. The respondent refused these adjustments, leading to a legal standoff. Respondent initiated a declaratory relief action (Civil Case No. 98-411) in the RTC of Makati to resolve the contractual interpretation, and the Almedas filed a separate action for ejectment, rescission, and damages (Civil Case No. 53596). The trial court favored the respondent, rejecting the Almedas' demands and ordering the return of alleged overpayments. The Court of Appeals upheld the RTC's decision with modifications, specifically excluding the order for restitution to the respondent.

### Issues:

1. Properness of the action for declaratory relief.
2. Liability of the respondent to pay VAT as per Republic Act 7716.
3. Adjustment of rental charges due to extraordinary inflation or devaluation.

### Court's Decision:

The Supreme Court denied the petition and affirmed the Court of Appeals' ruling, confirming that:

1. The respondent's action for declaratory relief was appropriate as the prerequisites were met, illustrating a non-breach of the lease contract making the clarificatory action justified.
2. The respondents are not liable for the VAT charges since the lessor has the discretion to pass the VAT to the lessee, and Ponciano Almeda opted not to exercise this option, binding the petitioners.
3. The petitioners had no right to demand an adjustment in rentals based on extraordinary inflation or devaluation as the evidence did not display an extraordinary scenario that could invoke Article 1250 of the Civil Code. The Court also clarified that there was no regulatory declaration of extraordinary inflation or devaluation during the relevant period that would necessitate the application of the contested contractual clause.

### Doctrine:

- Declaratory relief is proper when there is a need for judicial construction of doubtful terms in a contract without breach by any party involved.
- The lessor retains the discretion to pass VAT charges to the lessee unless explicitly stated in the lease agreement.
- Adjustments in rental due to extraordinary inflation or devaluation require official declaration by authorities and evidence of such extraordinary circumstances, as envisioned under Article 1250 of the Civil Code.

### Class Notes:

- In civil contracts, the intention of the contracting parties is paramount and is discerned from the wording of the contract, as well as the contemporary and subsequent actions of the parties.
- Article 1250 of the Civil Code applies to scenarios of extraordinary inflation or deflation affecting the currency stipulated in the obligation, fundamentally altering the essence of the contractual agreement unless otherwise agreed by the parties.
- The application of VAT on lease agreements is at the lessor's discretion, based on the statutory language of the National Internal Revenue Code as amended by RA 7716, which allows, but does not mandate, the lessor to pass VAT charges to the lessee.
- Declaratory relief actions serve to clarify and resolve doubts on the interpretation or validity of contractual terms, statutes, or regulations without requiring a breach to be present.

### Historical Context:

This case illustrates the evolving interpretation and application of legal doctrines concerning taxation and contractual adjustments due to economic fluctuations in the Philippines. It explores the limits of contractual freedom against statutory mandates and the necessity for clear judicial guidelines to resolve disputes arising from these complex intersections.