

### Title: Reynaldo Mortel vs. KASSCO, Inc. and Oscar Santos

### Facts:

KASSCO, Inc., owning a building, entered into two agreements with Reynaldo Mortel regarding the sale of its second floor, contingent on converting the building to a condominium and obtaining the necessary condominium certificate of title (CCT). Despite efforts, KASSCO failed to secure the CCT or fulfill the mortgage release with the Philippine National Bank (PNB), leading to the expiration of the agreements. Mortel stayed in occupation, paying increased rent under verbal agreements until KASSCO issued a vacate order and demanded additional rent. In response, Mortel sought the performance of the sale agreement or rescission plus damages, resulting in a legal contest that saw KASSCO filing for unlawful detainer and Mortel for specific performance or rescission with damages. The Regional Trial Court and later the Court of Appeals dismissed Mortel's complaint, affirming that the agreements didn't establish a valid contract to sell due to the unmet condition of securing a CCT.

### Procedural Posture:

After the failed agreements and subsequent legal demands, Mortel filed a case for specific performance or rescission with damages against KASSCO. Oscar Santos, also a respondent, was declared in default for not filing an answer. The Regional Trial Court of Makati City dismissed the complaint, a decision upheld by the Court of Appeals, leading Mortel to elevate the matter to the Supreme Court via petition for review on certiorari.

### Issues:

1. Whether the agreements between Mortel and KASSCO constituted a valid contract to sell a condominium, invoking the protections of P.D. 957 (the Condominium Law) and R.A. 6552 (the Maceda Law).
2. Whether KASSCO misrepresented their ability to sell by failing to disclose the mortgage and lack of sales license at the time of agreement.
3. Whether Mortel is entitled to damages due to the non-fulfillment of the condition (securing a CCT).

### Court's Decision:

The Supreme Court denied Mortel's petition, holding the agreements did not form a valid

contract to sell due to the unfulfilled condition of securing a CCT. Consequently, laws cited by Mortel did not apply. The Court found no evidence of bad faith or misrepresentation by KASSCO in their dealings.

### ### Doctrine:

The decision reiterates that in contracts subject to a suspensive condition, the obligation only becomes effective upon the fulfillment of said condition. Non-fulfillment renders the obligation void, with no incumbent rights or obligations arising from it. Additionally, the interpretation of contracts adheres strictly to their literal meaning when terms are clear, emphasizing the importance of conditions in conditional obligations.

### ### Class Notes:

- **Suspensive Conditions in Contractual Obligations:** A contract's effectivity dependant on a future event must see that event fulfilled; otherwise, the contract is void.
- **Interpretation of Contracts:** When contractual terms are clear, their plain meaning governs (Art. 1370, Civil Code).
- **Burden of Proof for Bad Faith:** The claimant must provide clear and convincing evidence of the other party's bad faith or ill motive.
- **Doctrine on Conditional Obligations:** Art. 1191 of the Civil Code allows for rescission of obligations in reciprocal agreements upon non-fulfillment, underscoring the non-existence of obligations where conditions fail.

### ### Historical Background:

The context underlines the tumultuous and speculative nature of real estate agreements, particularly in condominium developments, and the stringent requirements set by Philippine law for converting buildings into condominiums. This case highlights the legal complexities and risks involving property sales contingent on fulfilling specific legal criteria, such as obtaining CCTs and complying with mortgage obligations.