

VICENTE E. POSTIGO, JR., PLAINTIFF-APPELLEE, VS. INDUSTRIAL & TRANSPORT EQUIPMENT, INC. (INTECO); ISUZU MOTORS PILIPINAS, INC. (IMPI); AND ANTONIO B. JARINA, IN HIS CAPACITY AS ...

Ponente: DIMAAMPAO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/38ab34bca216/>

DIMAAMPAO, J.:

Before Us is an appeal from the Decision[2] dated 25 January 2001 of the Regional Trial Court (RTC), Quezon City, Branch 105, the decretal portion of which reads:

“WHEREFORE, in the light of the foregoing, on the complaint, the court hereby orders the defendants to pay solidarily the plaintiff the following:

- P130,000.00 as compensatory damages, with legal interest from the filing of this case until fully paid;
- P25,000.00, as attorney’s fees, and
- Costs of suit.

Defendants’ counterclaims are ordered dismissed.

SO ORDERED.”[3]

This case has its genesis on 25 June 1996, when plaintiff-appellee Vicente Postigo (“Postigo”), Jr. filed a Complaint for Specific Performance & Damages[4] against Industrial & Transport Equipment, Inc. (“INTECO”), Isuzu Motors Pilipinas, Inc. (“IMPI”), Antonio Jarina (“Jarina”) and Emmanuel Santos (“Santos”). Jarina and Santos were sued in their capacities as President/General Manager and Sales Manager of INTECO, respectively. Santos, however, was later on dropped as party defendant.[5]

Postigo alleged in his complaint that on 17 January 1996, he paid the sum of P1,000 as reservation fee for one (1) Isuzu Double Cab (Brilliant Red) with INTECO.[6] Three (3) days later or on 20 January 1996, he paid the sum of P400,000.00 as full down payment[7] for a brand new Isuzu Diesel Double Cab Pick-up Model TFR54HDL which had a total price of P580,000.00.[8] On 24 January 1996, INTECO delivered the subject vehicle to him.

For the first one thousand (1,000) kilometer check-up, Postigo and INTECO did not notice any significant trouble or any sign of it. However, for the next five thousand (5,000) kilometer check-up, Postigo complained of a rapid and heavy loss in engine oil despite the absence of any physical drip, when parked or otherwise in motion. In the afternoon of 2 May 1996, INTECO through their service department advised Postigo to leave the car for repairs. The following day, Postigo returned to take out the said vehicle. However, he was told that the vehicle needed further repair and that its engine needed to be overhauled to correct the loss of engine oil. He returned on 7 May 1996 per advice of INTECO. Once again, however, he could not get it out since it was still being repaired. In fact, he saw that the engine of the subject vehicle was on the work table and its parts were all disassembled, particularly the piston ring and piston which were all replaced. He then immediately confronted Santos and

demanding for a brand new engine since the INTECO sold to him a defective vehicle contrary to its representation. INTECO, through Jarina and Santos, offered to just double the period of warranty to which Postigo refused. Subsequently, Postigo consulted a lawyer who sent a demand letter dated 26 May 1996 asking INTECO to immediately replace the subject vehicle with a brand new one.[9] In the meantime that he was waiting for the release of the subject vehicle, he was forced to spend additional sum approximately P2,500.00 per day from 3 May 1996 exclusive of the driver's salary of P4,500.00 a month, for the transport needs of his business.

Traversing the allegations in the complaint, defendants INTECO, IMPI, Jarina and Santos, countered in their Answer with Compulsory Counterclaim[10] that on 2 May 1996, Postigo went to their shop for the routine check-up of the subject vehicle. During the check-up, Postigo alleged that the subject vehicle had a rapid and heavy loss in engine oil despite the absence of any physical drip. Defendant INTECO then immediately attended to this alleged complaint. After conducting the routine check-up of the subject vehicle, defendant INTECO found out through its mileage that it had been over-used and neglected considering that it was purchased only four (4) months ago. Notwithstanding this finding, defendant INTECO immediately performed repairs on the said vehicle as provided under the Light Model Truck New Vehicle Warranty and Policy on Owner Service, which states:

DIESEL ENGINE COVERAGE

"Diesel engines manufactured by Isuzu Motors Limited which are original equipment in Vehicles supplied by IMPI are warranted to the first retail purchaser for a period of 12-months from the date of delivery or before such Vehicle has been driven 40,000 Kms. whichever occur first. During this period, repairs will be made by the dealer without charge."[11]

On or about the second week of May 1996, the subject vehicle was ready for pick-up. Defendant INTECO, through its sales representative, called Postigo several times and informed him that his vehicle was ready for pick-up. However, Postigo refused to do so and instead referred the matter to his lawyer. Postigo, through his lawyer, demanded the replacement of the subject vehicle with a brand new one. Under Republic Act (RA) No. 7394 or the Consumers Act of the Philippines, Postigo cannot avail of the option to ask for the replacement of the unit. Under this Act, the warrantor of consumer products in meeting the minimum standards for warranty, shall (1) remedy such consumer product within a reasonable time and without charge in case of a defect, malfunction or failure to conform with such written warranty, and (2) permit the consumer to elect whether to ask for a refund or replacement without charge of such product or part, as the case may be, where after reasonable number of attempts to remedy the defect or malfunction, the product continues to have the defect or malfunction. Postigo refused to use the subject vehicle after the repair and check-up. Consequently, he lost his opportunity to ask for the replacement of the vehicle.

In due course, the court a quo rendered the assailed Decision dated 25 January 2001. Dissatisfied, the defendants INTECO, IMPI and Jarina (now appellants) interposed the instant appeal raising the following errors:

I

THE COURT A QUO GRIEVOUSLY ERRED IN HOLDING THAT THE VEHICLE WAS NOT OVER USED.

II

THE COURT A QUO GRIEVOUSLY ERRED IN HOLDING DEFENDANTS-APPELLANTS LIABLE FOR P130,000.00 REPRESENTING EXPENSES FOR RENTING A TRUCK TO DO WHAT THE PICK-UP WAS DESIGNATED TO PERFORM.

We find the Petition partly meritorious.

Anent the first issue, appellants contend that the court a quo erred in ruling that the engine of the vehicle subject of the litigation was not damaged because of Postigo's overuse and misuse, in light of the following circumstances:

- Postigo used the subject vehicle for transporting filing cabinets. During the time that the said vehicle was with INTECO for repair, Postigo had to rent a six-wheeler truck. It can therefore be inferred herein that Postigo had been carrying several filing cabinets in its vehicle suited only for a six-wheeler truck. Thus, Postigo had been overloading the subject vehicle;
- The measurement of the oil through the deepstick was only $\frac{1}{4}$ measured from empty. Postigo did not bother to add oil to correct its oil level. This only shows that Postigo is not only negligent but ignorant on how to properly maintain and take care of his vehicle;
- Considering that the vehicle in question was brand new, it was still on a break-in period and therefore during the said period, must be driven only at a speed of 60 to 80 kilometers/hour. Since Postigo and his mechanic, Rodolfo Ignacio, drove the subject vehicle with a speed of 100 to 125 kilometers/hour during the break-in period, Postigo clearly misused the vehicle; and,
- The Warranty Job No. 1560[12] shows that as of May 1996, the vehicle had already travelled 7,328 kilometers. This distance is too far already considering that it was first used only on 24 January 1996.[13]

We are not persuaded.

Appellants' claim that Postigo was overloading the vehicle when he rented a six-wheeler truck is a bare allegation which has not been substantiated. Appellants cannot shift the blame to Postigo by claiming that the latter failed to add oil to maintain the vehicle at its required level. It bears stressing that this was precisely the reason why Postigo had to go to appellant INTECO for check-up considering that it is unusual for a brand new vehicle to easily lose oil. Appellants maintain that the subject vehicle being in the break-in period should be driven only at a speed of at least 60 to 80 kilometers/hour. In support thereof, appellants rely on the testimony of Rodolfo Ignacio declaring that the subject vehicle was subjected to a test driving and ran at a speed of 100 to 125 kilometers/hour.[14] A careful perusal of his testimony would show, however, that the test driving first happened sometime in August 1996.[15] During said period, evidence reveals that the subject vehicle had already travelled 7,328 kilometers.[16] This being the case, We could not very well consider the subject vehicle as still in its break-in period.

As regards appellants' contention that Postigo had over-used the vehicle since it had already travelled 7,328 kilometers, We find the same untenable. Upon this point, We quote with approval the court a quo's pertinent findings:

"xxx xxx xxx

"From the evidence, it appears that on January 24, 1996, the plaintiff started using the pick-up. On February 29, 1996, the pick-up was serviced by INTECO per Warranty Job No 1433 xxx and released to plaintiff on the same day. Since its mileage was 2,118 kms., from January 24, 1996 to February 29, 1996 or 36 days, it had an average daily mileage of only 60 kms. It was, therefore, not overused as the daily mileage was average. Since plaintiff used it to carry four cabinets only, then the weight carried could not have exceeded one ton, which is the average net weight capacity of any utility vehicle such as a light truck. On May 10, 1996, the unit was again serviced per Warranty Job No 1560 xxx. Since its mileage was 7,328 kms., from February 29, 1996 or 71 days, it had an average daily mileage of only 73 kms., from February 29, 1996 to May 10, 1996. Again it was not overused. The engine was ordered checked for engine oil consumption. The parts replaced were (1) the piston ring, (2) valve seal, and (3) head gasket. It was finished on May 17, 1996, but only taken by the plaintiff

six (6) months later. The unit was brought back to INTECO on December 13, 1996 per Warranty Job No. 1927 xxx with a mileage of 8,650, so that it covered 1,322 kms. From the last time it was taken by the plaintiff six (6) months from May 10, 1996 or about 40 kms. daily mileage. The engine was tuned-up, and the oils and filters were changed. It was returned for service on March 3, 1997 per Warranty Job No. 2180 xxx with a speedometer reading of 5,000 kms., which must have been a clerical mistake. The engine was tuned-up, and the filters and oil were changed; the cylinder head bolt was re-torqued. For the last time, it was serviced on June 19, 1997 per Warranty Job No. 2811 xxx with a speedometer reading of 19,000 kms. The engine was tuned-up and the oil and filters were changed. It was however under observation for oil consumption. Thereafter, the unit was not returned to INTECO for service.

“It is therefore, reasonable to conclude that there was no over-use or negligence on the part of the plaintiff.”[17] (Emphasis supplied)

We find no cogent justification to deviate from the court a quo’s foregoing disquisition. Indeed, it is a well-settled rule that the findings of fact of the trial court as well as its calibration of the evidence of the parties, its assessment of the credibility and probative weight of the witnesses and its conclusion based on its findings are accorded by the appellate court high respect, if not conclusive effect.[18]

We rule, however, that the court a quo committed a reversible error in awarding P130,000 compensatory damages.

Basic is the rule that actual or compensatory damages must be proved with reasonable degree of certainty. A party is entitled only up to such compensation for the pecuniary loss that he has duly proven. It cannot be presumed. Absent proof of the amount of actual damages sustained, the Court cannot rely on speculations, conjectures, or guesswork as to the fact and amount of damages, but must depend upon competent proof that they have been suffered by the injured party and on the best obtainable evidence of the actual amount thereof.[19]

In the case at bench, the court a quo awarded P130,000.00 as compensatory damages on the bare assertion of Postigo that during the period that the subject vehicle was with the appellants, he had to hire two times a week a truck at P2,500.00 per day. However, Postigo adduced no receipt or any convincing evidence which would prove that indeed he incurred such expenses. Nonetheless, the fact remains that Postigo actually incurred a pecuniary loss due to the fault of the appellants. Thus, We hold and so rule that the award of nominal damages is proper in this case. These damages are justified especially when common sense dictates that a pecuniary loss has indeed been suffered, but is incapable of precise computation. They are adjudicated, not for the pur-pose of indemnifying a party for any loss suffered, but for vindicating or recognizing his right to a property that has been violated or invaded.[20] Taking into account the relevant cir-cumstances, We opine and so hold that the amount of P50,000.00 is reasonable.

One final note. Records reveal that Postigo did not interpose an appeal. It appears, however, from the brief of Postigo (plaintiff-appellee) that he seeks the modification of the court a quo’s assailed Decision. He prays therein that We modify said Decision by ordering the appellants, in addition to what was awarded by the court a quo, to replace the subject vehicle with a brand new or first hand unit per purchase agreement dated January 1996 and to raise the attorney’s fees from P5,000.00 to P300,000.00. This, We cannot do. The entrenched procedural rule in this jurisdiction is that a party who has not himself appealed cannot obtain from the appellate court any affirmative relief other than those granted in the decision of the lower court. The appellee can only advance any argument that he may deem necessary to defeat the appellant’s claim or to uphold the decision that is being disputed. He can assign errors on appeal if such are required to strengthen the views expressed by the court a quo. Such assigned errors, in turn, may be considered by the appellate court solely to maintain the appealed decision on other grounds, but not for the purpose of modifying the judgment in the appellee’s favor and giving him other

affirmative reliefs.[21]

WHEREFORE, the assailed Decision is hereby AFFIRMED with MODIFICATION in that the compensatory damages in the amount of P130,000 is DELETED and in lieu thereof, plaintiff-appellee Vicente Postigo, Jr. is awarded the amount of P50,000.00 as nominal damages.

SO ORDERED.

Cosico, (Chairman) and Sundiam, JJ., concur.

[1] TSN dated 19 March 1999, pp. 28-32 and TSN dated 5 July 1999, pp. 2-5, show that IMPI no longer exists and was replaced allegedly by Isuzu Philippines Corporation but no amendment to this effect was ever made.[2] Original Record, pp. 288-294.

[3] Original Record, p. 293-294.

[4] Id., pp. 1-6.

[5] Id., p. 90.

[6] Id., p. 7.

[7] Ibid.

[8] Id., p. 8.

[9] Original Record, pp. 12-13.

[10] Id., pp. 26- 32.

[11] Original Record (dorsal portion), p. 33.

[12] Exh. "7-A," Original Record, p. 221.

[13] Rollo, pp. 21-23.

[14] TSN, 16 November 1998, pp. 15, 47.

[15] TSN, 16 November 1998, pp. 48-50, 63-65, 23.

[16] Rollo, Exh. "7-A," p. 221.

[17] Original Record, pp. 292-293.

[18] *Manangan v. Court of Appeals*, 425 SCRA 169, 173 (2004).

[19] *Saguid v. Security Finance, Inc.*, 477 SCRA 256, 275 (2005).

[20] See *Tan v. Bantegui*, 473 SCRA 663, 679 (2005).

[21] *Atlantic Gulf and Pacific Company of Manila, Inc. v. Court of Appeals*, 247 SCRA 606, 612-613 (1995); See also *Pepsi Cola Products (Phils) v. Patan, Jr.*, 419 SCRA 417, 420-421 (2003).

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.