

EAST-WEST SEED COMPANY, INC., PLAINTIFF-APPELLEE, VS. ANTONIO D. TUAZON, JR., DEFENDANT-APPELLANT.

Ponente: BRUSELAS, JR. J.

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BRUSELAS, JR. J.:

We are confronted with the defendant-appellant's Motion for Reconsideration[1] vis-a-vis the plaintiff-appellee's Comment,[2] of our Decision promulgated on 24 April 2014.

In said Motion for Reconsideration, the defendant-appellant reiterates the same arguments which had been raised in his brief, more specifically that: (1) he did not enter into a Confidentiality Agreement with East-West; (2) it was an error on the part of the Court to award temperate damages, attorney's fees and cost of litigation; and (c) the Court erred in not finding the appellee liable for exemplary damages, attorney's fees and cost of litigation.

In defendant-appellant's reply to the plaintiff-appellee's Comment, he maintains that the evidence he presented together with the admissions of East-West's own witnesses, Ms. Sayoc and Ms. Dioquino, overcome the presumption of regularity of the authenticity and execution of the Confidentiality Agreement. As for his remaining arguments, the same were reiterations of the arguments he submitted in his motion.

The defendant-appellant now demands a second look at our earlier findings, which all have been extensively discussed and resolved in the decision sought to be reconsidered.

We find it worthy to highlight the important rulings in our earlier Decision,

“Resort to handwriting experts therefore is not mandatory. Handwriting experts are usually helpful in the examination of forged documents, or as in this case a claim of being a digitized, scanned copy, because of the technical procedure involved in analyzing them. But resort to these experts is not mandatory or indispensable to the examination or the comparison of handwriting. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an independent examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity.

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Further, as earlier discussed, there can be no other more persuasive evidence than the testimonies of eyewitnesses Dioquino and Sayoc who were physically present at the signing of the Confidentiality Agreement and who had personal knowledge thereof.

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Still, Tuazon cannot be totally free from liability. There is no doubt that East-West sustained damages due to the breach of the Confidentiality Agreement committed by Tuazon. The breach would have justified a recovery of liquidated damages had there been a stipulation as to the amount of penalty but, there being none, the Court thus is constrained to award temperate or moderate damages in lieu thereof.

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In the case at hand, there exists an express stipulation in the Confidentiality Agreement that a breach of the agreement makes Tuazon liable to legal action. It would appear that Tuazon deliberately breached his Confidentiality Agreement with East-West when he refused to satisfy the latter's valid, just and demandable claim. This unjustified refusal constrained East-West to incur expenses and exert efforts to avail of its legal recourse in order to protect its interests and vindicate its right. The trial court found ample bases for such an award, however, we find the awarded amount of P 80,000.00 to be out of sync with the circumstances. As we have noted earlier, no liquidated damages had been shown to be warranted. Instead, we deemed an award of temperate or moderate damages to be supportable. Given the foregoing, a reduction in the amount awarded as attorney's fees is called for.”

We therefore find no valid reason to disturb our earlier decision. The motion contains merely a reiteration or rehash of arguments already submitted and determined to be without merit by the Court. We are not convinced that a modification of the latter is warranted.

WHEREFORE, for lack of merit, the defendant-appellant's Motion for Reconsideration is DENIED.

IT IS SO ORDERED.

Salazar-Fernando, and Gaerlan, JJ., concur.

[1] Rollo, pp. 97-114.

[2] Ibid, pp. 123-125.

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