

REMIA BUENAFLOR AND RODOLFO ROMENA, PETITIONERS, VS. ATHENA CREDIT, INC., RESPONDENT.

Ponente: LOPEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/756623513974/>

LOPEZ, J.:

The liability of a co-maker and the admissibility of a private document are the main issues in this appeal assailing the August 23, 2012 Decision of the Regional Trial Court.

The antecedents follow.

On May 7, 2010, Athena Credit, Inc. (ACI) filed an action for recovery of sum of money[1] against Remia Buenaflor and Rodolfo Romena before the Metropolitan Trial Court docketed as Civil Case No. 100523. The complainant sought to recover the unpaid amount of P49,123.44[2] plus accrued interests and penalties based on the following promissory note[3] which has not been notarized:

For value received, I/We jointly/severally pay Athena Credit, Inc., the sum of Fifty Eight Thousand Nine Hundred Forty Eight only (P58,948.00) with interest thereon at the rate of _____ per month/annum, payable in 48 installments PESOS: One Thousand Two Hundred Twenty Eight & 07/100 (P1,228.07). It is understood that should default be made in the payment of any installment/s as when the same become/s due and payable as herein provided, then, at the option of the lender, the whole sum remaining unpaid shall forthwith become due and payable.

An additional interest of 5% per month or twice the prevailing interest rate per month, whichever is higher, of the amount due shall be collected as penalty for delayed payment and an additional sum for legal action in case of non-payment.

(Sgd.) Remia A. Buenaflor

(Sgd.) Rodolfo P. Romena

Applicant

Co-maker

The defendants submitted separate answers. Remia admitted that she borrowed money from ACI but questioned the imposition of penalty as excessive and unconscionable.[4] On the other hand, Rodolfo disclaimed any liability on the instrument as he allegedly did not sign the loan document or receive the amount stated. He added that the promissory note was a contract of adhesion wherein the creditor imposes a ready-made form of agreement depriving the debtor of an opportunity to bargain in equal footing.[5]

In a Decision dated August 31, 2011, the MeTC upheld the validity of the promissory note but equitably reduced the interest rate and removed the penalty charges.[6] It held Remia and Rodolfo solidarily liable for the amount of P49,123.44 with interest of 1% per month from date of maturity or August 15, 2006 until fully paid, plus attorney's fees of P5,000.00. On appeal, the Regional Trial Court affirmed[7] the findings of the MeTC. Unsuccessful[8] at a reconsideration,[9] Rodolfo filed this petition for review questioning the basis of both the

RTC and the MeTC rulings in fact and in law.[10]

At the outset, We stress that ACI and Remia did not appeal the judgment of the RTC and it is settled that non-appellants cannot obtain from the appellate court any affirmative relief other than the ones granted in the ruling of the court below.[11] Moreover, they are precluded from impugning the correctness of the decision or from assigning errors designed to modify the judgment, except counter-assignment of errors or argument on issues raised at the trial.[12] Corollarily, this Court will only review whether Rodolfo is solidarily liable with Remia for the amount of P49,123.44 which the RTC adjudged against them.

The Rules of Court explicitly provides that when an action is anchored on a document, the genuineness and due execution of the instrument shall be deemed admitted unless the defendant, under oath, specifically denies them, and sets forth what he claims to be the facts.[13] Here, ACI's cause of action is founded upon the promissory note which was annexed to and made the basis for the complaint. Nonetheless, Rodolfo failed to verify his answer which rendered his specific denials ineffective.[14] Consequently, he is deemed to have admitted the loan document and acknowledged his unpaid obligation.[15] More importantly, although the promissory note lacks notarization and is considered a private document, it was not necessary for ACI to present further evidence to establish that the parties voluntarily signed the instrument. Suffice it to say that the implied admission of Rodolfo eliminated any defense relating to the authenticity and due execution of the document, e.g., that it was spurious, counterfeit, or of different import as the one executed by the parties; or that the signatures appearing thereon were forgeries; or that the signatures were unauthorized.[16]

Even assuming that the promissory note is a contract of adhesion, it is not invalid per se and may be struck down only if it was executed without essential equality between the parties. In this case, Rodolfo, being a company supervisor, is not unlettered or unfamiliar with business affairs and legal transactions. As such, it is presumed that he acted with due care and have signed the document with full knowledge of its import and effects.[17] Also, the note was written in plain English and consisted of only two short paragraphs. There was no fine print to conceal hidden meanings. In these circumstances, it cannot be said that ACI left Rodolfo without any choice as to be completely deprived of an opportunity to bargain effectively.[18]

Lastly, Rodolfo's obligation is solidary in nature as shown by the tenor of the promissory note that he signed. It bears emphasis that there is solidarity when the obligation expressly so states, when the law so provides, or when the nature of the obligation so requires.[19] Under the Negotiable Instruments Law, a promissory note which begins with "I", "We", or "Either of us", when signed by two or more persons, makes them solidarily liable.[20] Hence, Rodolfo is considered in law primarily liable as a co-maker,[21] and ACI can go directly against him alone or with Remia as solidary debtors.

In sum, the MeTC and RTC did not commit any error in holding Rodolfo solidarily liable with Remia for the amount of P49,123.44. We reiterate that a person who signs an instrument is bound to honor it as a legitimate obligation duly assumed by him through the signature he affixes as a token of his good faith. If he reneges on his promise without cause, he forfeits the sympathy and assistance of the Court and deserves instead its sharp repudiation.[22]

FOR THESE REASONS, the appeal is DENIED.

SO ORDERED.

Reyes, Jr., J.C., (Chairperson) and Inting, JJ., concur

[1] Rollo, pp. 29-35.

[2] Id., p. 37.

[3] Id., p. 36.

[4] Id., p. 26.

[5] Id., pp. 41-48.

[6] Id., pp. 25-28. The MeTC decision disposed as follows:

WHEREFORE, premises considered, judgment is hereby rendered ordering defendants REMIA A. BUENAFLORE and RODOLFO P. ROMENA, jointly and severally, to pay plaintiff ATHENA CREDIT, INC. the amount of P49,123.44 plus interest at the rate of 1% per month from August 15, 2006 until the whole amount is fully paid and the amount of P5,000.00 as and by way of attorney's fees.

Costs against the defendants.

SO ORDERED.

[7] Id., pp. 20-22. The RTC decision disposed as follows:

WHEREFORE, premises considered, the appealed Decision dated August 31, 2011 of the Metropolitan Trial Court of Makati City, Branch 65 in Civil Case No. 100523 is hereby AFFIRMED [I]N TOTO.

SO ORDERED.

[8] Id., p. 23.

[9] Id., pp. 82-89.

[10] Id., pp. 7-18.

[11] *Medida v. Court of Appeals*, G.R. No. 98334, May 8, 1992, 208 SCRA 887, citing *Alba v. Santander, et al.*, 160 SCRA 8.

[12] Id., citing *Aparri v. Court of Appeals, et al.*, 13 SCRA 611; *Carbonel v. Court of Appeals, et al.*, 147 SCRA 565; *Dizon, Jr. v. National Labor Relations Commission, et al.*, 181 SCRA 472.

[13] Section 8, Rule 8 of the Rules of Court.

[14] See *Kalilid Wood Industries Corporation v. IAC*, G.R. No. 75502, November 12, 1987.

[15] See *Permanent Savings and Loan Bank v. Velarde*, G.R. No. 140608, September 23, 2004.

[16] See *Velasquez v. Court of Appeals*, G.R. No. 124049, June 30, 1999, *Bough and Bough v. Cantiveros and Hanopol*, 40 Phil. 209 (1919); and *Hibberd v. Rhode and McMillian*, 32 Phil. 476 (1915).

[17] See Rule 131, Section 3(d) of the Rules of Court; and *Rigor v. Consolidated Orix Leasing and Finance Corporation*, G.R. No. 136423, August 20, 2002, citing *DBP v. National Merchandising Corp.*, 40 SCRA 624 (1971).

[18] See *Prieto v. Court of Appeals*, G.R. No. 158597, June 18, 2012.

[19] See *Grandteq Industrial Steel Products, Inc., et al v. Estrella*, G.R. No. 192416, March 23, 2011.

[20] See *Republic Planters Bank v. Court of Appeals*, G.R. No. 93073, December 21, 1992, citing Section 17 (g)

of the Negotiable Instruments Law; *Powell v. Mobley*, 142 S.E. 678 (1928); and *Keenig v. Curran's Restaurant*, 159 Atl. 553 (1932). See also *Honrado, Jr. v. Court of Appeals*, G.R. No. 83086, June 19, 1991, citing *Parot v. Gemora*, G.R. No. 2242, December 1, 1906, 7 Phil. 94.

[21] *Ibid.*

[22] See *Sierra v. Court of Appeals*, G.R. No. 90270, July 24, 1992.

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.