

**PHILIPPINE JAPAN TECHNICAL SKILLS DEVELOPMENT  
ASSOCIATION, INC., PLAINTIFF-APPELLEE, VS. ANGELICA REGINA  
M. RAMIREZ AND JOSEPH RAY MANUEL,  
DEFENDANTS-APPELLANTS.**

Ponente: GARCIA-FERNANDEZ, J.

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**GARCIA-FERNANDEZ, J.:**

This is an appeal filed by defendants-appellants Angelica Regina M. Ramirez and Joseph Ray Manuel from the decision dated February 21, 2011[1] issued by the Regional Trial Court of Makati City Br. 133 in Civil Case No. 99-782, which ordered defendants-appellants to pay plaintiff-appellee Philippine Japan Technical Skills Development Association, Inc. actual damages in the amount of Seven Hundred Fifty Thousand Pesos (P750,000.00).

The facts based on the record are as follows:

On April 7, 1999, plaintiff-appellee filed a complaint[2] for sum of money before the Regional Trial Court of Makati City (RTC) alleging that it is a non-profit corporation and non-government organization designated by the Multi-Contractor Cooperative (MARUCON) and Construction Industry Construction Center (CIEC) of Japan as the exclusive organization to select, test, screen, evaluate, and process applications of Filipino skilled workers for an eighteen (18) month training in Japan and the total cost of training, which includes airfare, meals, board and lodging, clothing, and monthly allowance amounts to Seven Hundred Fifty Thousand Pesos (P750,000.00); that among the requirements to qualify for the program is the submission of two guarantors who will jointly, severally, and solidarily guarantee that the trainee will not leave the receiving corporation during the 18-month training program and that the trainee will return to the Philippines immediately after the training is completed and will pay the penalty of P750,000.00 in case of any violation; that Jerome G. Manuel was one of the applicants who qualified for the program and the defendants-appellants were his guarantors; that Jerome G. Manuel and the defendants-appellants signed the Memorandum of Agreement[3] and Undertaking[4] in their respective capacities as trainee and guarantors; that Jerome G. Manuel failed to report for work sometime in 1997, returned to the Philippines and absconded from his obligations; and that despite formal demand[5], defendants-appellants failed to pay the stipulated penalty of P750,000.00 as stated in the Memorandum of Agreement and Undertaking.

Defendants-appellants moved to dismiss the complaint for failure to state a cause of action[6], but the motion was denied by the RTC in an order dated July 30, 1999[7].

In their answer with compulsory counterclaim[8], defendants-appellants alleged that they never agreed to act as guarantors for Jerome G. Manuel and they did not bind themselves to reimburse the plaintiff-appellee any amount of money in connection with Jerome G. Manuel's intention to work abroad; that plaintiff-appellee made them understand that they signed the Memorandum of Agreement and Undertaking only as witnesses and not guarantors; that they had no participation in the preparation of the Memorandum of Agreement and Undertaking; and that they did not receive a demand for payment from the defendants-appellants. In a decision dated February

21, 2011[9], the RTC ruled in favor of the plaintiff-appellee, stating that the defendants-appellants clearly signed the Memorandum of Agreement as guarantors and not as mere witnesses and they bound themselves solidarily with the debtor Jerome G. Manuel.

In this appeal, defendants-appellants assign the following errors to the RTC:

1. WITH ALL DUE RESPECT, THE HONORABLE COURT A QUO COMMITTED A REVERSIBLE ERROR IN NOT RULING THAT APPELLEE FAILED TO ESTABLISH THROUGH DOCUMENTARY AND TESTIMONIAL EVIDENCE THAT IT HAS A RIGHT WHICH HAS BEEN VIOLATED BY THE APPELLANTS;

2. WILL ALL DUE RESPECT, THE HONORABLE COURT A QUO COMMITTED A REVERSIBLE ERROR WHEN IT FAILED TO DECLARE THE MEMORANDUM OF AGREEMENT OF MARCH 10, 1997 AND THE UNDERTAKING OF THE SAME DATE AS INCOMPETENT PIECES OF EVIDENCE TO PROVE THAT APPELLANTS BOUND THEMSELVES JOINTLY AND SOLIDARILY WITH JEROME G. MANUEL TO PAY THE APPELLEE P750,000.00 SHOULD JEROME G. MANUEL VIOLATE HIS TRAINING CONTRACT WITH THE APPELLEE;

3. WITH ALL DUE RESPECT THE HONORABLE COURT A QUO COMMITTED A REVERSIBLE ERROR IN NOT AWARDING DAMAGES, ATTORNEY'S FEES AND COST OF SUIT IN FAVOR OF THE APPELLANTS.

Defendants-appellants claim that plaintiff-appellee failed to prove its cause of action considering that: 1) there is inconsistency between plaintiff-appellee's claim that Jerome G. Manuel failed to report to the receiving corporation starting in 1997 and the document they presented showing that Manuel stopped reporting only beginning April 7, 1998; 2) the document showing that Jerome G. Manuel stopped reporting for work, i.e., Marucon report written in Japanese, is hearsay since it was not properly identified by its lone witness Engr. Romeo Navarro; 3) Engineer Romeo Navarro has no personal knowledge that Jerome G. Manuel did not finish the 18-month training because the former learned of the same from telephone conversations with his Japanese contacts only and did not personally go to Japan to investigate the matter.

Further, defendants-appellees assert that the Memorandum of Agreement and Undertaking is ambiguous, hence, parol evidence may be admitted to prove the real intention of the parties, which was the reason why defendant-appellant Joseph Ray G. Manuel testified before the RTC and his testimony was not rebutted by plaintiff-appellee. Defendants-appellants contend that considering that plaintiff-appellee brought this baseless case against them, the latter must be ordered to pay them the former moral damages, liquidated damages and/or liquidated expenses, and attorney's fees.

Records show that the basis for the P750,000.00 penalty in case of violation of the agreement, is stated in the report dated April 9, 1998 issued by MARUCON[10] ("Incident Report") which is classified in this jurisdiction as a private document. To be admitted as evidence, plaintiff-appellee must authenticate the Marucon Incident Report pursuant to Section 20, Rule 132 of the Revised Rules on Evidence which states:

"Section 20. Proof of private documents. – Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

(a) By anyone who saw the document executed or written; or

(b) By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be.”

The Supreme Court has ruled in *Patula vs. People of the Philippines*[11] that “[t]he requirement of authentication of a private document is excused only in four instances, specifically: (a) when the document is an ancient one within the context of Section 21, Rule 132 of the Rules of Court; (b) when the genuineness and authenticity of an actionable document have not been specifically denied under oath by the adverse party; (c) when the genuineness and authenticity of the document have been admitted; or (d) when the document is not being offered as genuine.” None of these exceptions are present in this case.

Plaintiff-appellee's lone witness, Engineer Romeo Navarro, testified on the Incident Report as follows:

“WITNESS :

A : The basis of our claim that they violated the terms of the Memorandum of Agreement was the Report entitled “Incident Report” which we received from Japan. Initially in Japanese but later on a translation was sent to us also.

ATTY. MARTINEZ :

Q : Do you have a copy of that Japanese Report[12]?

A : Yes, Sir.

ATTY. MARTINEZ :

We would request, Your Honor, that this Report in Japanese be marked as our Exhibit “E,” Your Honor.

COURT :

Last time there was Exhibit “E” marked. So the next Exhibits would be Exhibit “F”?

ATTY. MARTINEZ :

Exhibit “F”, Yes, Your Honor.

Q : How was this Report received by your Office?

WITNESS :

A : The Report in Niponggo...the character was initially received through fax.

ATTY. MARTINEZ :

Q : Do you have a translation of this document in English?

WITNESS :

A : Yes, Sir, subsequently going to...the time given to us due to postponement, we were able to get a copy already translated in English.

Q : And how did you receive that English translation?

A : This was sent to us through regular mail between our companies in the Philippines and in Japan.

ATTY. MARTINEZ :

Q : I'm showing to you this document, please tell us what relation that has to the English translation and document that you mentioned a while ago?

WITNESS :

A : This is the original of the English translation which we received, Sir.

ATTY. MARTINEZ :

We ask, Your Honor, that the English translation be marked as Exhibit “G”

Q : On the right side of the printed word MARUCON appears a red stamp or marking, please tell us what was that marking signify?

WITNESS :

A : In my experience with the Japanese, normally Reports, if they don't sign they just make an imprint of their registered signature or something on Japanese. This is a registered marked.”[13]

Meanwhile, Engineer Navarro admitted during cross-examination that he had no participation in the preparation of both documents[14].

In view of the foregoing, this Court agrees with defendants-appellants that the “Incident Report” cannot be admitted in evidence and has no probative value in this case. The court record clearly shows that Engineer Navarro failed to show any of the evidence needed to establish the authenticity of the “Incident Report” as provided under Section 20, Rule 132 of the Revised Rules on Evidence for the following reasons:

First, Engineer Navarro expressly admitted that he had no participation in the preparation of the report. Second, he failed to show evidence of the genuineness of the signature or handwriting of the maker of the report. When asked about the red stamp, Engineer Navarro only stated that based on his experience, the red stamp on the report is a registered mark imprinted by the Japanese on documents.

While there is no fixed criterion as to what constitutes competent evidence to establish the authenticity of a private document, the best proof available must be presented.[15] In this case, the best proof available would either be the testimony of a representative of MARUCON who is familiar with the red stamp on the report or the one who prepared the report. Since neither were presented, the “Incident Report” was not authenticated and could not be used to prove that Jerome G. Manuel stopped reporting for work on April 7, 1998, in violation of the Memorandum of Agreement.

While Engineer Navarro testified during cross-examination that he received several phone calls regarding the incident[16] about Jerome G. Manuel, however, his testimony is merely hearsay under Rule 130 Section 36[17] of the Revised Rules on Evidence since he had no personal knowledge concerning the facts subject of the phone conversations and he had not personally investigated the matter.

In view of the foregoing, this Court finds that plaintiff-appellee failed to prove its cause of action against defendants-appellants and the case should be dismissed for insufficient evidence. With this conclusion, there is no more need to discuss the other issues in the appeal.

WHEREFORE, the appeal is GRANTED. The decision dated February 21, 2011 issued by the Regional Trial Court of Makati City Br. 133 in Civil Case No. 99-782 is REVERSED and SET ASIDE. The complaint in the said case is dismissed.

**SO ORDERED.**

Lampas Peralta, (Chairperson), and Acosta, JJ., concur.

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[1] Rollo, pp. 12-13.

[2] Records, pp. 1-4.

[3] Records, pp. 5-9.

[4] Records, pp. 10-11.

[5] Records, pp. 12-13.

[6] Records, pp. 23-28.

[7] Records, p. 36.

[8] Records, pp. 38-43.

[9] Supra note 1.

[10] Records, p. 81.

[11] G.R. No. 164457, April 11, 2012.

[12] Records, p. 80.

[13] TSN dated October 26, 2000, pp. 4-6.

[14] TSN dated October 26, 2000, pp. 7-8.

[15] Ricardo J. Francisco, Evidence: Rules of Court in the Philippines (Rules 128-138), 3rd ed., p 505. See Salas vs. Sta. Mesa Market Corporation, et.al., G.R. No. 157766, July 12, 2007.

[16] TSN dated October 26, 2000, p. 9.

[17] Section 36. Testimony generally confined to personal knowledge; hearsay excluded. - A witness can testify only to those facts which he knows of his personal knowledge; that is, which are derived from his own perception, except as otherwise provided in these rules. (30a)

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