

**J. P. JUAN & SONS, INC., HEREIN DULY REPRESENTED BY ITS
TREASURER, RODOLFO S. JUAN, PLAINTIFF-APPELLEE, VS. LIANGA
INDUSTRIES, INC., DEFENDANT-APPELLANT.**

G.R. No. L-25137. July 28, 1969

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

In this appeal certified to this Court by the Court of Appeals as involving an issue of law, we are called upon once more to reiterate the established doctrine first enunciated by this Court in 1943[1] that a general denial in an answer, although termed a "specific denial", fails to tender an issue and entitles plaintiff to a judgment on the pleadings.

In a complaint originally filed with the City Court of Manila on October 30, 1963, plaintiff sought recovery from defendant of the sum of P900.00, representing the unpaid balance of office equipment amounting to P1,890.00 sold and delivered on October 15, 1962 by plaintiff to defendant under a purchase order, copy of which was duly annexed to the complaint. Plaintiff also asked for the payment of legal interests and costs and P200.00 for attorney's fees. Judgment was rendered on December 9, 1963 by the City Court in favor of plaintiff and defendant appealed the same to the Court of First Instance of Manila.[2] Defendant filed its Answer on January 27, 1964, where it "denied specifically all the allegations of paragraphs 2 and 3 of the complaint", which are the material allegations referring to its purchase of the office equipment, its partial payment and refusal and failure to pay the unpaid balance of P900.00 despite repeated demands of plaintiff and alleged as a "special and affirmative defense" that "defendant has no obligation to pay to the plaintiff the amount or sum of money claimed in the complaint." [3] Defendant did not deny under oath the authenticity of the purchase order annexed to the complaint, as required by Rule 8, section 8 of the Revised Rules of Court.

Plaintiff, in its Manifestation submitted at the pre-trial conference held by the lower Court on June 15, 1964, stated that its documentary evidence consisted of:

“a-1. Purchase order between plaintiff and defendant already marked Exh. 'A' in the Inferior Court.

“a-2. Demand letter dated August 16, 1963 already marked Exh. 'B' in the Inferior Court.

“a-3. Demand letter dated October 24, 1963, already marked Exh. 'C' in the Inferior Court.

“a-4. Charge invoice dated October 16, 1962, marked Exh. 'D' in the Inferior Court.”

and that "defendant refused amicable settlement on the case,"[4] and moved for judgment on the pleadings. The Record on Appeal does not show that defendant submitted any manifestation in turn as to its evidence or defenses.

The lower Court thereafter rendered its decision granting plaintiff's motion for judgment on the pleadings and upholding plaintiff's position that “when defendant's answer denies the allegations of the complaint because the defendant 'has no knowledge or information sufficient to form a belief' and 'specifically denies' other allegations,

'the real fact being those hereunder stated', said denials are in fact mere general denials amounting to admissions of the material allegations of the complaint." It held that "The facts alleged in plaintiff's complaint are of the kind that plainly and necessarily must be within defendant's knowledge, and of which the defendant cannot logically pretend ignorance. x x" and that "The material allegations of the complaint must, therefore, be deemed as admitted by the defendant x x." Summing up, the lower Court found that "Said material allegations deemed admitted by the defendant establish that on October 15, 1962, the defendant purchased from the plaintiff office equipment listed in the Purchase Order No. 001/62, a photostatic copy of which was attached to the complaint as Annex A, the authenticity of which has not been denied under oath. The equipments therein listed, with a total selling price of P1,890.00, were delivered to the defendant which paid only the amount of P990.00, thereby leaving an unpaid balance of P900.00. Notwithstanding the fact that said purchase was payable in thirty days from October 15, 1962, the defendant failed and refused to pay the outstanding balance of P900.00 despite repeated demands for payment." [5] It therefore rendered judgment in favor of plaintiff, although it made no award for attorney's fees for lack of proof.

Defendant filed its notice of appeal from the lower Court's decision, on the ground that the same is "contrary to law and the evidence" and asked that its appeal be elevated to the Court of Appeals, resulting in further delay in the resolution of this simple collection case, for as noted by the appellate Court in its Resolution certifying the appeal to this Court "No facts as facts are disputed in this appeal. The defendant-appellant simply insists that it had tendered issues of fact and the Court a quo thus erroneously rendered judgment on the pleadings. The questions presented are issues only of law. Consequently, the power of appellate review in this instance belongs to the Supreme Court (Sec. 17, R.A. 296, as amended)."

We find defendant's appeal to be frivolous. No error was committed by the Court below in ruling that defendant-appellant's "specific denials" are in law general denials amounting to admissions of the material allegations of the complaint and in rendering judgment on the pleadings, in accordance with the settled doctrine in this jurisdiction based on the provisions of Rule 8, section 10 and Rule 9, section 1 in relation to Rule 19, section 1 and Rule 20, section 3 of the Revised Rules of Court.

"SEC. 10. Specific denial. -- The defendant must specify each material allegation of fact the truth of which he does not admit and, whenever practicable, shall set forth the substance of the matters which he will rely upon to support his denial. Where a pleader desires to deny only a part or a qualification of an averment, he shall specify so much of it as is true and material and shall deny only the remainder. Where the defendant is without knowledge or information sufficient to form a belief as to the truth of a material averment made in the complaint, he shall so state, and this shall have the effect of a denial." (Rule 8, Sec. 10, Rules of Court).

"SEC. 1. Allegations not specifically denied deemed admitted. -- Material averment in the complaint, other than those as to the amount of damage, shall be deemed admitted when not specifically denied. Allegations of usury are deemed admitted if not denied specifically and under oath." (Rule 9, Sec. 1, Rules of Court).

"SEC. 1. Judgment on the pleadings. -- Where an answer fails to tender an issue, or otherwise admits the material allegations of the adverse party's pleading, the court may, on motion of that party, direct judgment on such pleading. But in actions for annulment of marriage or for legal separation the material facts alleged in the complaint shall always be proved." (Rule 19, sec. 1, Rules of Court).

"SEC. 3. Judgment on the pleadings and summary judgment at pre-trial. -- If at the pre-trial the court finds that facts exist upon which a judgment on the pleadings or a summary judgment may be made, it may render judgment on the pleadings or a summary judgment as justice may require." (Rule 20, Sec. 3, Rules of Court).

This doctrine was first established by this Court twenty-six years ago in the case of *El Hogar Filipino vs. Santos Investments, Inc.*, [6] where this Court, in applying the provisions on specific denials required of the defendant in

Rule 9, section 7 of the then new Rules of Court, now found in Rule 8, section 10 of the Revised Rules of Court above-quoted, held that "Defendant's answer wherein it merely 'denies generally and specifically each and every allegation contained in each and every paragraph of the complaint,' is but a general denial. It is not a specific denial under section 7 of Rule 9, because it does not deal specifically with each material allegation of fact, nor does it set forth the substance of the matters upon which the defendant relies to support his denial. It does not serve the purpose of requiring the defendant to make a specific denial, which is to compel him to specify the matters which he intends to disprove and disclose the matter his denial thereby limiting the issues and avoiding unnecessary delays and surprises. Under the old procedure the plaintiff was compelled by defendant's mere general denial to prove facts alleged in the complaint which the defendant did not even attempt to dispute. The new procedure does away with that unnecessary burden. (Moran on the Rules of Court, volume 1, page 93.)"[7] This doctrine has since been applied uniformly in a long line of cases.[8]

Time and again, this Court has stressed that "An unexplained denial of information and belief of a matter of records, the means of information concerning which are within the control of the pleader, or are readily accessible to him, is evasive and is insufficient to constitute an effective denial. x x"[9] and that "the form of denial x x adopted by the appellants, although allowed by the Rules of Court (referring to lack of sufficient knowledge or information) must be availed of with sincerity and in good faith, -- certainly neither for the purpose of confusing the adverse party as to what allegations of the complaint are really put in issue nor for the purpose of delay."[10]

Defendant-appellant has no cause to complain of the judgment appealed from. Its claim that it tendered an issue with its "affirmative defense" of "having no obligation to pay to the plaintiff the amount or sum of money claimed in the complaint" was correctly held by the Court below to be a mere conclusion not premised on an allegation of material facts. Its "specific denial" of the material allegations of the complaint as to its purchase of the office equipment from plaintiff under the purchase order annexed to the complaint and refusal to pay the unpaid balance of P900.00 due thereon, without setting forth the substance of the matters relied upon to support its general denial, when such matters were plainly within its know-ledge and it could not logically pretend ignorance as to the same, therefore, failed to properly tender an issue. Furthermore, its failure to deny under oath the authenticity of the purchase order annexed to the complaint, as required by Rule 8, section 8 of the Revised Rules of Court[11] was properly deemed an admission of the genuineness and due execution thereof. There is nothing in the record to justify defendant's pretense in its brief (p. 13) that the said purchase order "merely shows the defendant's offer to buy the (articles) from the plaintiff," as against the material averments of the complaint, deemed admitted by it, that the articles were delivered to it, and that it paid an amount of P990.00 on account of the purchase price, leaving an unpaid balance of P900.00, which it had failed and refused to pay all this time. Verily, as this Court pointed out in the *Sy-quia vs. Marsman* case, *supra*, fn. 8, the Court will not sanction a strategy of evasion systematically adopted by a defendant of trapping and confusing the plaintiff as to what facts the plaintiff has to prove or what issues must be met, for "it is violative of the policy of fair disclosure of facts required by the Rules."

Cases such as this contribute to the needless clogging of the court dockets. The Rules of Court were devised to limit the issues and avoid unnecessary delays and surprises. Hence, the mandatory provisions of Rule 20 of the Revised Rules of Court for a pre-trial conference for the simplification of the issues and the consideration of all matters which may aid in the prompt disposition of an action. The Rules further require in Rule 7 section 5 that "every pleading of a party represented by an attorney shall be signed by at least one attorney of record in his individual name" and that "the signature of an attorney constitutes a certificate by him that he has read the pleading and that to the best of his knowledge, information and belief, there is good ground to support it; and that it is not interposed for delay" with the express admonition that "for a willful violation of this rule, an attorney may be subjected to disciplinary action." The cooperation of litigants and their attorneys is needed so that the salutary

objectives of these Rules may be attained.

WHEREFORE, the judgment appealed from is hereby affirmed, with treble costs against defendant-appellant.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Sanchez, Castro, Fernando, Capistrano, and Barredo, JJ., concur.

Zaldivar, J., took no part.

[1] El Hogar Filipino vs. Santos Investments, Inc., 74 Phil. 79; Baetamo vs. Amador, et al., 74 Phil. 735

[2] Rec. on Appeal, pp. 4-5.

[3] Rec. on Appeal, p. 6.

[4] Rec. on Appeal, pp. 13-14.

[5] Rec. on Appeal, pp. 15-17.

[6] 74 Phil. 79 (Jan. 22, 1943).

[7] 74 Phil. 80-81, emphasis supplied.

[8] Baetamo vs. Amador, 74 Phil. 735; Lichauco vs. Guasch, 76 Phil. 7; Cortes vs. Co Bun Kim, 90 Phil. 167; Lagrimas vs. Lagrimas, 95 Phil. 113; Warner Barnes & Co. vs. Reyes 103 Phil. 662; Namarco vs. De Castro, 106 Phil. 803; Galofa vs. Nee Bon Sing, 22 SCRA 48; and Syquia vs. Marsman, 22 SCRA 927.

[9] Warner Barnes & Co. vs. Reyes, fn. 8 at p. 665.

[10] Idem.

[11] Formerly provided in Rule 6, section 5 of the old Rules.

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