

MEDEL ARNALDO B. BELEN, PLAINTIFF-APPELLEE, VS. NEZER BELEN, SR., DEFENDANT-APPELLANT.

Ponente: BATO, JR., J.

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BATO, JR., J.:

This resolves the Appeal from the Decision[1] dated March 14, 2012 (“assailed Decision”) issued by the Regional Trial Court (RTC) of Parañaque City, Branch 274, in Civil Case No. 07-0112,[2] for Breach of Contract with Damages, the decretal portion of which reads:

“WHEREFORE, all the foregoing duly considered, judgment is hereby rendered for the plaintiff and against the defendant, ordering the defendant:

- 1) To pay the plaintiff the sum of PhP300,000.00 as indemnity or compensatory damages, with legal interest of 12% p.a. to be reckoned from the date of this decision until fully paid;
- 2) To pay the plaintiff the sum of PhP40,000.00 as exemplary damages;
- 3) To pay the plaintiff the sum of PhP20,000.00 for and as attorney's fees, PhP5,000.00 as appearance fee per hearing, and
- 4) To pay for costs of suit.

SO ORDERED.”

The facts of the case follow.

Miguel and Margarita Belen owned a parcel of land called “Luntal” in Barrio San Miguel, San Pablo City, Laguna (hereinafter referred to as “subject property”), which is planted with coconut, banana and lanzones. When they died, their children succeeded and co-owned the property,[3] namely: Silvestre Belen, Demetrio Belen, Sofronio Belen, Manolo Belen, Nezer Belen (hereinafter referred to as “defendant-appellant”) and Leyna Belen-Agra (hereinafter referred to as “Leyna”).[4] Plaintiff-appellee Medel Arnaldo B. Belen (hereinafter referred to as “plaintiff-appellee”) is Sofronio's son.[5]

Sometime in 1993, Silvestre, plaintiff-appellee's uncle and defendant-appellant's brother, allegedly needed P120,000.00 in order to settle his obligations in Davao City.[6] Since none of his siblings were willing to lend him money,[7] Silvestre's wife, Antonia, went to plaintiff-appellee's house to borrow the amount they needed.[8] When some of the siblings of plaintiff-appellee's father, including defendant-appellant, learned that he was lending the amount to Silvestre, they asked him to lend them a total of P300,000.00 so that they may also share in the proceeds.[9] Plaintiff-appellee agreed to lend them the amount of P300,000.00 provided that the lanzones harvest from the subject property will be used as mode of payment of the obligation.[10] Pursuant thereto, a Lease Agreement (hereinafter referred to as the “Agreement”) was executed by the parties, the contents of which are reproduced, to wit:

“KNOW ALL MEN BY THESE PRESENTS:

That We : SILVESTRE BELEN
DEMETRIO BELEN
SOFRONIO BELEN
MANOLO BELEN
NEZER BELEN and
LEYNA BELEN-AGRA

all of legal age and residents of Alaminos, Laguna do hereby by these presents LEASE, TRANSFER all our rights for a period of 20 years from 1993 over the HARVEST OF ALL THE LANZONES TREES in the land we inherited from our parents, SPOUSES MIGUEL & MARGARITA BELEN to

SPOUSES MEDEL & MELANIE BELEN of 31 Indonesia Street, Better Living, Parañaque, Metro Manila for a consideration of THREE HUNDRED THOUSAND PESOS (P300,000.00) to be paid to us in the following manner:

P120,000.00 to Silvestre
Belen; and
P180,000.00 on or before
October 31, 1993.

The land is situated in Luntal, San Pablo City. WITNESS OUR HANDS.”

Handwritten on the same Agreement was an additional provision which reads:

“Harvest for 5 yrs is equal or more than principal + 12% interest (compounded), leasehold right shall terminate.”

Plaintiff-appellee posited that the Agreement ceded to him and his wife the right to harvest from the subject property in exchange for P300,000.00[11] and that the additional provision gave him the right to continue to harvest lanzones for a period of 20 years from 1993 or until 2013 if the harvest for the first five (5) years, from 1993 to 1998, is not sufficient or equal to the principal of P300,000.00 plus 12% interest compounded annually.[12]

Plaintiff-appellee testified that sometime in October 2002, a meeting between the parties transpired in the house of Leyna, whereby defendant-appellant asked him if he was still going to harvest the lanzones on the subject property for the year 2003.[13] Plaintiff-appellee answered that he was still going to harvest lanzones in the year 2003 because, as attested to by Leyna, the sibling who paid the katiwala's (caretaker) share of every harvest, the produce harvested by plaintiff-appellee from 1993 to 1998 has not covered the principal amount of P300,000.00.[14] He was, thus, entitled under the Agreement to continue harvesting from the subject property. Defendant-appellant, however, did not agree with Leyna's computation.[15]

As it happened, defendant-appellant, without plaintiff-appellee's knowledge and conformity, sold the lanzones harvest for the year 2003, to a certain Lupe Panergano.[16] Since plaintiff-appellee was prevented from exercising his right to harvest from the subject property in 2003 pursuant to the Leasehold Agreement, his counsel, Atty. Balderrama, sent defendant-appellant a letter[17] demanding that the latter rescind the sale of the lanzones harvest for the year 2003.[18] Defendant-appellant, however, ignored plaintiff-appellee's demand and proceeded with the sale. Hence, this Complaint[19] for Breach of Contract and Damages, as follows: P300,000.00 as compensatory damages; P80,000.00 as exemplary damages; P20,000.00 as attorney's fees; P5,000.00 as appearance fee per hearing; and cost of suit.

Summons and a copy of the Complaint were personally served upon defendant-appellant.[20]

In his Answer,[21] defendant-appellant countered that lanzones harvest for one year from the subject property will

yield P360,000.00. Thus, for the five (5) years that plaintiff-appellee has been harvesting from the subject property, he should have already gotten about P1.8 million pesos,[22] more than what was owing to him pursuant to the Agreement. Further, defendant-appellant pointed out that plaintiff-appellee has previously filed a Complaint for Estafa against him before the Office of the City Prosecutor of San Pablo City, Laguna. Said complaint was dismissed for lack of merit in a Resolution[23] dated July 28, 2004. Plaintiff-appellee has also previously filed an identical[24] Complaint[25] for Breach of Contract and Damages before the RTC of Parañaque City, Branch 196, docketed as Civil Case No. 04-0116.[26] In an Order[27] dated March 23, 2006, the RTC dismissed the case for lack of jurisdiction and for plaintiff-appellee's failure to comply with a prior Order[28] of the court on the extraterritorial service of summons to defendant-appellant. Defendant-appellant submitted that since the Order of dismissal of the previous identical civil case for breach of contract and damages, also before the RTC of Parañaque City, was due to the fault of plaintiff-appellee, such dismissal must have the effect of an adjudication upon the merits, as provided by Section 3, Rule 17 of the Rules of Civil Procedure.[29] Thus, plaintiff-appellee is guilty of forum shopping[30] and the instant Complaint is barred by res judicata.[31]

Defendant-appellant also submitted that since the subject property covered by the Agreement is located in San Pablo City, Laguna, the venue for the instant Complaint is improperly laid and the RTC has no jurisdiction over the case.[32] Nonetheless, defendant-appellant sought the dismissal of the instant Complaint on two grounds: (1) the claim of plaintiff-appellee has been extinguished considering that plaintiff-appellee "might have earned quite more than P300,000.00 for five (5) years, probably more than enough to terminate the leasehold contract by 1993;"[33] and (2) plaintiff-appellee has no cause of action against defendant-appellant by year 2003.[34]

During the pre-trial conference on October 25, 2007, only plaintiff-appellee and his counsel were present. Defendant-appellant failed to appear and while an alleged representative, Michael Belen, was in court, he was not able to present and show a special power of attorney authorizing him to represent defendant-appellant for purposes of pre-trial. Furthermore, only plaintiff-appellee filed a Pre-Trial Brief. Thus, the RTC issued an Order[35] granting plaintiff-appellee's motion to declare defendant-appellant in default and allowing plaintiff-appellee to present evidence ex-parte before the RTC Branch Clerk of Court.

Defendant-appellant filed a Motion For Reconsideration and/or To Lift Order of Default[36] which was denied in an Order[37] dated January 21, 2008 whereby the RTC stressed that there was no order of default against defendant-appellant and that plaintiff-appellee was allowed to present evidence ex-parte for failure of defendant-appellant to appear during the pre-trial conference in accordance with the Rules of Civil Procedure. Also, plaintiff-appellee's counsel was not furnished with a copy of the said Motion for Reconsideration, rendering the notice of hearing thereon as no notice at all. Defendant-appellant then filed a Petition for Certiorari before the Court of Appeals imputing grave abuse of discretion on the part of the RTC in "disposing the private respondent's civil case through sheer technicality and thus depriving petitioner his right to due process or be heard thereat."38 In its Decision,[39] the Court of Appeals dismissed the petition for certiorari. Defendant-appellant's Motion for Reconsideration was also denied by the Court of Appeals in its Resolution[40] dated February 5, 2009. Defendant-appellant elevated the matter to the Supreme Court by filing a Petition for Review on Certiorari[41] which was denied in a Resolution issued on March 28, 2011, as reflected in the Entry of Judgment[42] issued by the Supreme Court.

The RTC then proceeded to resolve the Complaint and found that plaintiff-appellee was able to establish and to prove by preponderance of evidence that there is an Agreement between him and the heirs of Spouses Miguel and Margarita Belen which has the force of law between the parties.[43] Citing Articles 1170,44 19,[45] and 20[46] of the New Civil Code of the Philippines, the RTC concluded that "when defendant, despite knowing about plaintiff's assertion of his right to harvest the lanzones for 20 years or up to 2013 in a meeting in October 2012 of

which defendant had knowledge, and despite the demand letter of plaintiff in 2003, still proceeded to sell the lanzones harvest to another individual not the plaintiff, defendant thus acted willfully thereby causing damage to the plaintiff.”[47]

Aggrieved, defendant-appellant filed the instant appeal raising the following issues:

1. THE ALLEGED LEASE AGREEMENT IS ESSENTIALLY A CONTRACT OF LOAN;
2. DEFENDANT-APPELLANT COULD NOT BREACH THE ALLEGED CONTRACT BECAUSE:
 - 2.1. THE COMPLAINT WAS PREMATURELY FILED AS PLAINTIFF-APPELLEE IS YET TO RENDER THE PROPER ACCOUNTING OF THE TOTAL PROCEEDS OF THE LANZONES HARVEST FOR THE FIRST FIVE (5) YEARS OF THE CONTRACT, WHICH WAS DETERMINATIVE OF THE LIFE OR CONTINUITY OF THE CONTRACT;
 - 2.2. THE CONTRACT GAVE DEFENDANT-APPELLANT AND HIS SIBLINGS UNTIL 2013 TO PAY THE LOAN;
 - 2.3. THE CONTRACT WAS ALREADY PAID BASED ON THE ALLEGATIONS AND EVIDENCE OF PLAINTIFF-APPELLEE;
3. PLAINTIFF-APPELLEE HAS NOT PROVED BY PREPONDERANCE OF EVIDENCE THAT DEFENDANT-APPELLANT HAD BREACHED THE CONTRACT AND HIS ENTITLEMENT TO COMPENSATORY AND EXEMPLARY DAMAGES, AND ATTORNEY'S FEES;
4. EVEN ASSUMING THAT DEFENDANT-APPELLANT IS LIABLE IN THIS CASE, PLAINTIFF-APPELLEE SHOULD NOT BE AWARDED COMPENSATORY DAMAGES OF P300,000.00 PLUS 12% INTEREST PER ANNUM, EXEMPLARY DAMAGES AND ATTORNEY'S FEES, BECAUSE:
 - 4.1. THE CONTRACT IS ESSENTIALLY A CONTRACT OF LOAN, THUS, THE PENALTY THEREON SHOULD ONLY BE PAYMENT OF INTEREST UNDER ARTICLE 2209 OF THE CIVIL CODE;
 - 4.2. ASSUMING THAT THE CONTRACT IS STILL A LEASE CONTRACT, PLAINTIFF-APPELLEE HAS NOT PROVED HIS SUSTAINED ACTUAL DAMAGE OR THAT DEFENDANT-APPELLANT MALICIOUSLY BREACHED THE CONTRACT;
 - 4.3. DEFENDANT-APPELLANT'S LIABILITY, IF ANY, SHOULD BE LIMITED TO HIS 1/6 SHARE IN THE SUBJECT PROPERTY OR TO P60,000.00, THE AMOUNT ADMITTED BY PLAINTIFF-APPELLEE IN THE CRIMINAL CASE HE FILED AGAINST DEFENDANT-APPELLANT AS THE DAMAGE HE

SUSTAINED PERTAINING TO THE LANZONES HARVEST IN 2003;

4.4. PLAINTIFF-APPELLEE ADMITTED THAT HE WAS PAID BY THE COMMUNAL PROPERTY THE AMOUNT OF LESS THAN P200,000.00 AND PLAINTIFF-APPELLEE HAS NEVER ACCOUNTED FOR THE PROCEEDS OF THE LANZONES HARVESTS FROM 1999 TO 2002; and

5. THE RTC PREMATURELY RESOLVED THE INSTANT COMPLAINT AND HELD DEFENDANT-APPELLANT SOLELY LIABLE FOR THE ENTIRE CONTRACT AND PAYMENT OF COMPENSATORY DAMAGES OF P300,000.00 WITHOUT IMPEADING THE OTHER PARTIES TO THE CONTRACT WHO ARE INDISPENSABLE PARTIES HERETO.[48]

We resolve to grant the appeal.

For this Court, the main issue for resolution is whether or not defendant-appellant is liable for breach of contract and damages in favor of plaintiff-appellee when defendant-appellant sold the lanzones harvested from the subject property in 2003.

It is a well-settled rule that every ordinary civil action must be based on a cause of action[49] which is an act or omission by which a party violates a right of another.[50] A cause of action for damages exists if the following elements are present: (1) a right in favor of the plaintiff by whatever means and under whatever law it arises or is created; (2) an obligation on the part of the named defendant to respect or not to violate such right; and (3) an act or omission on the part of such defendant violative of the right of the plaintiff or constituting a breach of the obligation of defendant to the plaintiff for which the latter may maintain an action for recovery of damages.

Here, plaintiff-appellee claims that (1) he has a right to harvest lanzones from the subject property in the year 2003; (2) defendant-appellant was obligated to allow him to harvest therefrom; and (3) defendant-appellant sold the lanzones harvest for the year 2003 to a certain Lupe Panergano, constituting a breach of contract for which plaintiff-appellee is filing this case for damages.

Breach of contract is defined as the failure without legal reason to comply with the terms of a contract.[51] Thus, in an action for damages due to a breach of a contract, it is essential that the claimant proves the existence of a perfected contract, the breach thereof by the other contracting party and the damages sustained due to such breach.[52]

In this case, the existence of a perfected contract is an established fact and, as interpreted by plaintiff-appellee himself, the Agreement ceded to him and his wife the right to harvest from the subject property in exchange for P300,000.00.[53] Under such Agreement, plaintiff-appellee had the right to harvest lanzones from the subject property for the first five (5) years following the date of the Agreement or from 1993 to 1998. If the harvest for the first 5 years do not cover the principal of P300,000.00 plus 12% interest compounded annually, plaintiff-appellee is given, under the additional provision, the right to continue to harvest lanzones for a period of 20 years from 1993 or until 2013.[54]

This Court finds that the essential requisites of a contract, pursuant to Article 1318[55] of the Civil Code of the Philippines, are present in this case. There is no dispute that both plaintiff-appellee and defendant-appellant consented to the Agreement. The object of the Agreement is the right to harvest lanzones from the subject property which was ceded to plaintiff-appellee. The cause of the Agreement is the full payment of the principal amount of P300,000.00 plus 12% interest compounded annually.

However, there is no basis for the RTC's finding that defendant-appellant was "in contravention of the terms of the lease agreement" when he sold the lanzones harvest for the year 2003 and the succeeding years.[56]

A careful perusal of the Agreement will show that it partakes of a conditional contract in that plaintiff-appellee's right to harvest from the subject property is conditioned on the fact that the amount owing to him has not yet been fully paid. Article 1181 of the Civil Code of the Philippines describes the nature of conditional obligations, to wit:

"In conditional obligations, the acquisition of rights, as well as the extinguishment or loss of those already acquired, shall depend upon the happening of the event which constitutes the condition."

Thus, it can be reasonably surmised that the periodic accounting of the yield or harvest of the subject property is an integral part of the Agreement. It is only on the basis of such accounting of harvest that a determination can be made as to whether or not plaintiff-appellee still has the right to harvest from the subject property in the coming year. In fact, in claiming that he had the right to continue harvesting from the subject property, plaintiff-appellee himself relied on an accounting, albeit an informal one, rendered by Leyna in 2002 when she allegedly attested that the produce harvested by plaintiff-appellee from 1993 to 1998 has not covered the principal amount of P300,000.00.[57]

The records, however, are bereft of any evidence that aside from such informal accounting by Leyna, subsequent accounting of the harvests after 1998 were made. As it stands, there is no basis to hold that plaintiff-appellee met the condition under the Agreement, i.e., that he has not yet been fully paid, as to render him as having acquired the right to continue to harvest from the subject property. For purposes of this case, plaintiff-appellee particularly failed to give an accounting of the harvests from 1993 to 2002 so as to show that the defendant-appellant and his siblings still owed plaintiff-appellee and, hence, plaintiff-appellee was still entitled to harvest from the subject property in 2003 or thereafter. As in other civil cases, the burden of proof rests upon plaintiff-appellee who asserts an affirmative issue. Contentions must be proved by competent evidence and reliance must be had on the strength of plaintiff-appellee's own evidence and not upon the weakness of the defendant-appellant's defense.[58] This applies with more vigor where, as in the instant case, plaintiff-appellee was allowed to present evidence ex parte.[59] The plaintiff is not automatically entitled to the relief prayed for. The law gives the defendant some measure of protection as the plaintiff must still prove the allegations in the complaint. Favorable relief can be granted only after the court is convinced that the facts proven by the plaintiff warrant such relief.[60] Indeed, the party alleging a fact has the burden of proving it and a mere allegation is not evidence.[61]

Succinctly, where plaintiff-appellee failed to prove that he has any right on the Agreement to harvest from the subject property, particularly for the year 2003 and onwards, defendant-appellant cannot be held liable for breach of any obligation pursuant to the Agreement.

WHEREFORE, the instant appeal is GRANTED. The Decision dated March 14, 2012 issued by the Regional Trial Court of Parañaque City, Branch 274, in Civil Case No. 07-0112 is REVERSED and SET ASIDE, and new one is ENTERED dismissing the Complaint dated April 10, 2007 for lack of merit.

SO ORDERED.

[*]Ybañez, and Diy, JJ., concur.

[*] New Third Member vice J. Barrios who inhibited per Raffle dated February 24, 2015.

[1] Records, pp. 390-396; Rollo, pp. 10-16.

[2] Entitled "Medel Arnaldo B. Belen v. Nezer Belen, Sr."

- [3] TSN, November 6, 2007, p. 6, testimony given by Medel Arnaldo B. Belen (Medel Belen); Records, p. 118.
- [4] Lease Agreement attached as Annex “A” to Complaint; Records, p. 7.
- [5] TSN, November 6, 2007, p. 5, testimony given by Medel Belen; Records, p. 117.
- [6] TSN, November 6, 2007, p. 26, testimony given by Medel Belen; Records, p. 138.
- [7] TSN, November 6, 2007, p. 26, testimony given by Medel Belen; Records, p. 138.
- [8] TSN, November 6, 2007, p. 27, testimony given by Medel Belen; Records, p. 139.
- [9] TSN, November 6, 2007, p. 29, testimony given by Medel Belen; Records, p. 141.
- [10] TSN, November 6, 2007, p. 30, testimony given by Medel Belen; Records, p. 142.
- [11] TSN, November 6, 2007, p. 9, testimony given by Medel Belen; Records, p. 121.
- [12] TSN, November 6, 2007, p. 17, testimony given by Medel Belen; Records, p. 129.
- [13] TSN, November 6, 2007, p. 16, testimony given by Medel Belen; Records, p. 128.
- [14] TSN, November 6, 2007, pp. 17-78, testimony given by Medel Belen; Records, pp. 129-130.
- [15] TSN, November 6, 2007, p. 19, testimony given by Medel Belen; Records, p. 131.
- [16] TSN, November 6, 2007p. 11, testimony given by Medel Belen; Records, p. 123.
- [17] A copy of the demand letter dated August 18, 2003 is attached as Annex “B” to the Complaint; Records, p. 8.
- [18] TSN, November 6, 2007, p. 12, testimony given by Medel Belen; Records, p. 124.
- [19] Records, pp. 17-14.
- [20] Process Server Return; Records, p. 21.
- [21] Records, pp. 24-30.
- [22] Records, p. 24.
- [23] Records, p. 33.
- [24] Records, p. 25.
- [25] Records, pp. 37-42.
- [26] Entitled “Medel Arnaldo B. Belen v. Nezer Belen, Sr.”
- [27] Records, p. 35.
- [28] RTC Order dated November 24, 2005.
- [29] Records, p. 26.
- [30] Records, p. 27.
- [31] Records, p. 26.
- [32] Records, p. 27.

[33] Records, p. 28.

[34] Records, p. 29.

[35] Records, p. 105.

[36] Records, pp. 148-152.

[37] Records, p. 177.

[38] Records, p. 181.

[39] Records, pp. 262-270.

[40] Records, pp. 286-288.

[41] Records, pp. 295-305.

[42] Records, p. 387.

[43] Records, pp. 394-395.

[44] Article 1170 of the New Civil Code of the Philippines.

Those who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof, are liable for damages.

[45] Article 19 of the New Civil Code of the Philippines.

Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.

[46] Article 20 of the New Civil Code of the Philippines.

Every person who, contrary to law, willfully or negligently, causes damage to another, shall indemnify the latter for the same.

[47] Records, p. 395.

[48] Rollo, pp. 24-25.

[49] Section 1, Rule 2 of the 1997 Rules of Civil Procedure.

[50] Section 2, Rule 2 of the 1997 Rules of Civil Procedure.

[51] R.S. Tomas, Inc. vs. Rizal Cement Company, Inc., G.R. No. 173155, March 21, 2012.

[52] MCC Industrial Sales Corp. vs. Ssangyong Corp., G.R. No. 170633, October 17, 2007.

[53] TSN, November 6, 2007, p. 9, testimony given by Medel Belen; Records, p. 121.

[54] TSN, November 6, 2007, p. 17, testimony given by Medel Belen; Records, p. 129.

[55] Art. 1318. There is no contract unless the following requisites concur: (1) consent of the contracting parties; (2) object certain which is the subject matter of the contract; (3) cause of the obligation which is established.

[56] Assailed Decision, p. 6; Rollo, p. 15.

[57] TSN of November 6, 2007, pp. 17-18, testimony given by Medel Belen; Records, p. 129-130.

[58] Saguid vs. Court of Appeals, G.R. No. 150611, June 10, 2003 citing Heirs of Anastacio Fabela vs. Court of Appeals, G.R. No. 142546, 9 August 2001.

[59] Saguid vs. Court of Appeals, G.R. No. 150611, June 10, 2003.

[60] Saguid vs. Court of Appeals, G.R. No. 150611, June 10, 2003 citing Luxuria Homes, Inc. vs. Court of Appeals, 361 Phil. 989, 1001 (1999).

[61] Saguid vs. Court of Appeals, G.R. No. 150611, June 10, 2003 citing Luxuria Homes, Inc. vs. Court of Appeals, 361 Phil. 989, 1001 (1999).

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