SPOUSES JIMMY AND IDA RENOVILLA, PETITIONERS, VS. CORAZON T. TANJUAQUIO, RESPONDENT.

Ponente: FRANCISCO, J.

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FRANCISCO, J.:

This resolves the Motion[1] for Reconsideration of Our April 29, 2013 Decision[2] filed by petitioners on June 7, 2013. The fallo of the Court's Decision reads:

> "IN VIEW OF THE FOREGOING, the instant petition is DISMISSED.
>
> SO ORDERED."

In their Motion, petitioners would have us reconsider Our April 29, 2013 Decision, contending that the lease agreement was not notarized, thus a private document. They asseverate that the document should not have been admitted in evidence. Hence, both the MTCC and the RTC erred in admitting the lease agreement and in not dismissing the case.

We do not agree.

Essentially, the issues raised by petitioners in their Motion have already been judiciously passed upon in Our April 29, 2013 Decision, viz:

> xxx In ruling against the petitioners, and necessarily affirming the integrity, content and due execution of the lease agreement, the MTCC made the following findings of facts:
>
> x x x A scrutiny of the Agreement to Lease (Annex "E"), however, shows the evident alterations on the said contract-the term of lease of 36 months, the year 2008 and the amount of lease, P3,600.
>
> The Court also took note of the apparent two sets of signatures near the alterations and after a comparison of these signatures with those appearing on the lease agreement, the two sets of signatures appear to be the signatures of the lessee, Jimmy Renovilla and of the lessor, Rolando Tanjuaquio.
>
> While defendants insist that the said alterations were maliciously made after they have signed the lease agreement, without their knowledge and consent, no other evidence was presented by the latter to support their claim.
>
> On the other hand, the present of the counter-signatures of both parties near the alterations in the lease agreement, in the absence of any countervailing evidence, only prove that the said alterations were made in their presence, with their knowledge and consent. Thus, the Court is not persuaded by the defendant's assertion that the lease agreement was maliciously altered and that the same should be inadmissible in evidence.

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> In affirming the findings of the MTCC, the court a quo reasoned thus:
>
> A careful scrutiny of the records of the instant case clearly reveals that the alleged altered terms of lease agreement from 48 months to 36 months and the date February 28, 2009 to February 28, 2008, are contained in paragraph 1 of the lease agreement and at the end of the paragraph there appears two (2) counter-signatures which, as correctly found out by the court a quo, appear to be signatures of the lessee Jimmy Renovilla and of the lessor, Rolando Tanjuaquio after comparing them with the signatures of both parties appearing in the lease agreement which are acknowledged and affirmed by the parties as their genuine and authentic signatures.
>
> In addition, nowhere in the records can be found that the defendants-appellants had presented evidence to prove malice or gross bad faith on the part of the plaintiff in the alteration of the term of the lease agreement. The court a quo is right when it says that the defendants-appellants could have easily substantiated and proved their claim by presenting in court their copy of the lease agreement which they claim they had received before the alteration on the terms thereon was done by the plaintiff-appellee. x x x

xxx

xxx

xxx

> Evidence extant in the records would show that the court a quo, before giving due course to the validity of the subject lease agreement had meticulously compared the counter-signatures appearing at the end of the first paragraph of the subject lease agreement with the other signatures of the parties in the lease agreements which the parties acknowledged as their genuine signatures. x x x

xxx

xxx

xxx

> As this Court has not found any exception to the general rule, it is inexorable that We must not disturb the findings of fact of the MTCC and affirmed by the RTC in this case. Hence, the lease agreement must be accorded full respect and legal enforcement.

Moreover, as found by the court a quo, petitioners could have easily substantiated their claim by simply presenting in court their copy of the lease agreement which they claimed they had received prior to the alteration, but no effort to do so was actually done by the petitioners. The lease agreement having been admitted in evidence, with petitioners failing to timely object thereto, the document is already deemed sufficient proof of the facts contained therein. We therefore uphold the above findings of the court a quo. xxx

Moreover, the fact is that the lease agreement, although a private document, is as valid and effective between the parties. Well-settled is the rule that the absence of notarization in a document does not render the agreement null and void and without any effect and remains to be valid, binding and enforceable between the parties.[3]

That settled, there being no other matters raised, We find the ground raised in the Motion for Reconsideration as a plain rehash of the issues already raised and passed upon by this Court.

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WHEREFORE, the Motion for Reconsideration is denied.

SO ORDERED.

Borja, J., Chairperson and Badelles, JJ., concur.

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[1] Rollo, p. 270.

[2]Rollo, p. 257.

[3]Heirs of Ernesto Biona v. Court of Appeals, G. R. No. 105647, July 31, 2001.

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