

CONCHITA VALENZUELA, PLAINTIFF-APPELLANT, VS. SPS. FEDERICO DE JESUS AND CORAZON DE JESUS, DEFENDANTS-APPELLEES.

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MACALINO, J:

On Appeal is the Decision[1] dated October 23, 2012 of the Regional Trial Court of Quezon City, Branch 222 (RTC) dismissing the complaint against defendants-appellees Sps. Federico and Corazon de Jesus (defendants-appellees) in Civil Case No. Q06-57637. The dispositive portion of the assailed Decision reads:

“WHEREFORE, premises considered, judgment is hereby ordered dismissing the complaint for insufficiency of evidence.”

FACTUAL ANTECEDENTS

This case stemmed from a Complaint[2] filed by plaintiff-appellant Conchita Valenzuela (plaintiff-appellant) against defendants-appellees for “Sum of Money with Prayer for the Issuance of Preliminary Attachment.”

Plaintiff-appellant averred that on July 3, 1998, she sold a portion of her house with an area of 120 square meters to defendants-appellees. Allegedly, after paying in full the sold portion of plaintiff-appellant's property, defendants-appellees told her that in order to resell it, they needed Five Hundred Thousand Pesos (PhP500,000.00) for its construction or renovation. Plaintiff-appellant claimed that defendants-appellees agreed to return said amount with interest of 1 % per month.

In addition, plaintiff-appellant said that after the renovation of the property was completed, defendants-appellees defrauded her by donating the same to defendants-appellees' nieces/nephews without returning the aforesaid Five Hundred Thousand Pesos (PhP500,000.00) plus interest of 1% per month. She further declared that defendants-appellees refused to pay her despite demand.

In their Answer with Counterclaims,[3] defendants-appellees argued that plaintiff-appellant failed to show any proof that they were indebted to her in the amount of Five Hundred Thousand Pesos (PhP500,000.00) and payment of interest could not be demanded in the absence of an agreement in writing.

During the trial, plaintiff-appellant testified that she and defendants-appellees were neighbors for 30 years. She claimed that the latter bought half of her property located at No. 10 Binuang St., La Loma, Quezon City and covered by Transfer Certificate of Title No. RT-7483(214363).[4] Purportedly, she and defendants-appellees agreed that defendants-appellees would pay her One Million Pesos (PhP1,000,000.00) within 8 months from the purchase of the subject property. However, defendants-appellees failed to pay her.[5]

Plaintiff-appellant likewise declared that defendants-appellees told her that they already sold the property to another person. Plaintiff-appellant alleged that she demanded payment from defendants-appellees, who, in turn, paid her Five Hundred Thousand Pesos (PhP500,000.00). She averred that defendants-appellees still failed to pay her their balance of Five Hundred Thousand Pesos (PhP500,000.00).[6]

Also, plaintiff-appellant testified that in order to transfer the title of the subject property to another person, defendants-appellees made it appear that the buyers thereof were their relatives and executed a Deed of Donation[7] in favor one Arellano, Carmen, Linda, Pinky, Elizabeth, George, Jacquilyn and Jeralyn, all surnamed Busto.[8]

Plaintiff-appellant said that the sister of defendant-appellee Federico de Jesus (Federico) deposited in her account Fifty Thousand Pesos (PhP50,000.00) as part of defendants-appellees' payment to her. She also presented entries in her diary[9] indicating that Federico paid her One Hundred Thousand Pesos (PhP100,000.00); and later on, borrowed from her One Hundred Thousand Pesos (PhP100,000.00), Two Hundred Thousand Pesos (PhP200,000.00) and another Two Hundred Thousand Pesos (PhP200,000.00) on separate occasions.[10]

During cross-examination, plaintiff-appellant stated that the purchase price of the property she sold to defendants-appellees was Two Million Pesos (PhP2,000,000.00), not One Million Pesos (PhP1,000,000.00), as she earlier declared in her direct examination. She also averred that defendants-appellees paid her Five Hundred Thousand Pesos (PhP500,000.00) and subsequently borrowed it from her.[11] She clarified that she and defendants-appellees executed a Deed of Conditional Sale[12] dated July 9, 1997 over one half portion of her real property. Upon its execution, defendants-appellees paid her One Million Pesos (PhP1,000,000.00) as partial payment. On July 3, 1998, they executed a Deed of Absolute Sale[13] over the same property. She stated that she did not know if defendants-appellees paid her the balance of One Million Pesos (PhP1,000,000.00) because the alleged payment transpired in a bank and Federico's wife told her that defendants-appellees already paid the balance in the bank.[14]

On October 23, 2012, the RTC rendered the assailed Decision dismissing the complaint for insufficiency of evidence.

ASSIGNMENT OF ERRORS

Hence, plaintiff-appellant filed this Appeal[15] raising the following assignment of errors:

"I. THE COURT A QUO ERRED IN FINDING THAT DEFENDANTS-APPELLEES [WERE] NOT LIABLE TO PAY PLAINTIFF-APPELLANT [T PHP]500,000.00 PLUS 1% INTERES[T] PER MONTH

II. [THE] COURT A QUO ERRED IN FINDING [THAT] DEFENDANTS-APPELLEES [WERE] NOT LIABLE TO PAY PLAINTIFF-APPELLANT MORAL DAMAGES IN THE AMOUNT OF [PHP]50,000.00

III. [THE] COURT A QUO ERRED IN FINDING THAT DEFENDANT[S]-APPELLE[E]S WERE NOT LIABLE TO PAY PLAINTIFF-APPELLANT EXPENSES IN THE AMOUNT OF [PHP]50,000.00 AND COST OF SUIT

IV. THE COURT A QUO ERRED IN FINDING THAT DEFENDANTS-APPELLEES WERE NOT LIABLE TO PLAINTIFF-APPELLANT ATTORNEY'S FEES IN THE SUM OF [PHP]50,000.00 PER APPEARANCE."

RULING OF THIS COURT

In civil cases, each party must prove one's affirmative allegations and the burden of proof lies on the party who would be defeated if no evidence is presented on either side. The burden of proof is on the plaintiff as regards his or her complaint.[17] Hence, in the case at bench, it is plaintiff-appellant's burden to prove that she is entitled to the reliefs she prayed for in her complaint. More particularly, she must establish her case by preponderance of evidence or such evidence that is of greater weight or more convincing than that which is offered in opposition to it.[18]

After an extensive review of the records of the case, this Court finds that plaintiff-appellant failed to meet the required quantum of proof.

In her complaint, plaintiff-appellant alleged that after paying her in full the value of the subject property, defendants-appellees borrowed from her Five Hundred Thousand Pesos (PhP500,000.00) with interest of 1% per month. Nonetheless, in her direct testimony, plaintiff-appellant, stated that defendants-appellees failed to pay her the balance of the purchase price of the property. Plaintiff-appellant made the following statements:

“[Q:]

Now what happened to the Deed of Conditional Sale?

A:

We had an agreement that they will pay P1 Million and that it would be payable within eight (8) months, sir.

Q:

[Were] they able to comply to said payment?

A:

No, sir.

Q:

What did you do when they failed to comply with the said payment?

A:

They said that they will deposit the money in the bank but every time I demand for their payment, they would say that they would borrow the money first.

xxx

Q:

You said that the defendants failed to comply with the conditional sale. Why did you execute this Deed of Absolute Sale xxx?

A:

Because they pleaded for me to execute the Deed of Absolute Sale upon their promise that they will pay their obligation within eight (8) months, sir.

xxx

Q:

After the execution of the Deed of Absolute Sale, did they comply with the depositing the consideration of the same with the bank? (sic)

A:

No, sir.

Q:

Now, despite the fact that they failed to comply with the said condition. What happened to your title Madam Witness?

A:

We talked after that and he disclosed to me that he already sold the property to another person so I demanded the payment, sir.

Q:

Despite that promise that they will [sell] the property to other person to pay you, were they able to pay you?

A:

No, sir.

Q:

How much did the defendants [pay] you?

A:

Five Hundred Thousand Pesos (P500,000.00) only, sir.

Q:

How much is the balance in accordance with the condition?

A:

P500,000.00, sir.

Q:

You said that you agree with the transfer of the Title to some other person to pay you in full but despite of that they failed to pay you the P500,000.00 balance. Now, what did you do why they still failed you to pay the balance? (sic)

A:

I already referred to a lawyer because they have not been paying the remaining balance of P500,000.00, sir.”[19]

Clearly, plaintiff-appellant made varying and inconsistent declarations as regards the basis of her case against defendants-appellees. Her allegations in her complaint tend to establish that defendants-appellees borrowed Five Hundred Thousand Pesos (PhP500,000.00) from her after they paid in full the subject property. On the other hand, in her testimony in court, she tried to establish that defendants-appellees failed to fully pay her on the realty that they bought from her.

Settled is the rule that the party who alleges a fact has the burden of proving it and mere allegation is not evidence.[20]

The fact that plaintiff-appellant's testimony is inconsistent with her allegations in the complaint weakens her claim that defendants-appellees are indebted to her in the amount of Five Hundred Thousand Pesos (PhP500,000.00). Her complaint is not supported by her very own testimony in court and vice versa.

Moreover, in her cross-examination, plaintiff-appellant averred that the purchase price of the property she sold to defendants-appellees was Two Million Pesos (PhP2,000,000.00) and not One Million Pesos (PhP1,000,000.00). She also stated that defendants-appellees paid her the balance of Five Hundred Thousand Pesos (Php500,000.00) but borrowed it again. Nonetheless, she also stated that she was uncertain if defendants-appellees fully paid her for the property. Plaintiff-appellant testified in this wise:

"Q.

When you executed the Deed of Absolute Sale on July 3, 1998 in favor of the defendants, you were not sure that the purchase price was already paid in full?

A.

His wife told me that they are paying in installments through the bank and I asked for the receipts but they did not present them, sir.

Q.

You are not sure, yes or no?

A.

I'm not sure, sir.

Q:

When you initiated this complaint xxx, the allegations in this complaint were supplied by you, am I correct?

A:

Yes, sir.

Q:

And in paragraph 4 of your complaint you stated, 'That after the full payment of the price of said portion of plaintiff's house xxx defendant told the plaintiff that xxx they need the sum of Ph[P]500,000.00 to shoulder the costs of the construction or renovation of the subject house.' Now, when you said after full payment of the purchase price, what do you mean by this?

A:

They borrowed the money again, sir.

xxx

Q:

You mean to say, Madam Witness, after the full payment of the purchase price in July 3, 1998, defendants borrowed from you the amount of Ph[P]500,000.00 in tranches, am I correct?

A:

Yes, sir.”[21]

Based on the foregoing, plaintiff-appellant is uncertain if her claim against defendants-appellees is by reason of their unpaid balance on the purchase price of the property or because the latter borrowed money from her after they fully paid the property.

Furthermore, as pointed out by the RTC, the pieces of documentary evidence presented by plaintiff-appellant, namely, her passbook and diary, do not prove that defendants-appellees borrowed Five Hundred Thousand Pesos (PhP500,000.00) from her. These documents do not indicate that the parties have an agreement with respect to any amount of money and that defendants-appellees are indebted to plaintiff-appellant in the amount of Five Hundred Thousand Pesos (PhP500,000.00).

We reiterate that the burden of proof is on plaintiff-appellant. In such case, she must rely on the strength of her

case and not on the weakness of defendants-appellees' defense.[22] Thus, based on the manner by which plaintiff-appellant presented her case and on her failure to prove her claim by preponderance of evidence, the RTC correctly dismissed the suit against defendants-appellees.

WHEREFORE, premises considered, the Decision dated October 23, 2012 of the Regional Trial Court of Quezon City, Branch 222 in Civil Case No. Q06-57637 is hereby AFFIRMED.

SO ORDERED.

Villon (Chairperson) and Corales, JJ., concur.

[1] Records, pp. 279-283.

[2] Records, pp. 2-6.

[3] Records, pp. 73-75.

[4] Records, p. 203.

[5] Records, pp. 172-173.

[6] Records, p. 174.

[7] Records, pp. 210-211.

[8] Records, p. 175.

[9] Records, p. 218.

[10] Records, 177-178.

[11] Records, 247-248.

[12] Records, p. 204.

[13] Records, p. 205-207.

[14] Records, pp. 252-256.

[15] Records, pp. 287-288.

[16] Rollo, p. 16.

[17] Hyatt Elevators and Escalators Corp. vs. Cathedral Heights Building Assoc., Inc., G.R. No. 173881, December 1, 2010.

[18] Republic vs. de Guzman, G.R. No. 175021, June 15, 2011.

[19] Records, pp. 173-175.

[20] Spouses Ramos vs. Obispo, G.R. No. 193804, February 27, 2013.

[21] Records, pp. 255-258.

[22] Hyatt Elevators and Escalators Corp. vs. Cathedral Heights Building Assoc., Inc., G.R. No. 173881, December 1, 2010.

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