

**PRIMEPOWER MANPOWER SERVICES REPRESENTED BY
BERNARDINO D. CARAMBA, PLAINTIFF-APPELLEE, VS. CARTE
BLANCHE FOOD SERVICES CORPORATION AND ROMUALDO
CASTILLO, DEFENDANTS-APPELLANTS.**

Ponente: CARANDANG, J.

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CARANDANG, J.:

Assailed in this appeal is the Decision[1] dated May 28, 2012 of the Regional Trial Court of Makati City, Branch 61 which granted plaintiff-appellee's complaint for sum of money, the dispositive portion of which reads:

“WHEREFORE, premises duly considered, the instant “Complaint” of herein plaintiff PRIMEPOWER MANPOWER SERVICES (Primepower) is hereby given DUE COURSE PARTIALLY.

Consequently, the herein defendants CARTE BLANCHE FOOD SERVICES CORPORATION (Carte Blanche) is hereby ORDERED to PAY the herein plaintiff PRIMEPOWER MANPOWER SERVICES (Primepower) as follows:

- The amount of Three Million Eight Hundred Seven Thousand Two Hundred Pesos and Fifty-Seven Centavos (3,807,200.57) which constitutes the obligation of the defendant corporation to the plaintiff as of 07 April 2011, with interest at the legal rate from 18 April 2011, the date of final demand, until the sum is fully paid;
- Attorney's fees equivalent to five percent (5%) of the total amount due or recovered from the defendant juridical entity by way of judgment or compromise and Three Thousand Five Hundred Pesos (3,500.00) as and for appearance fee of the plaintiff's counsel per court appearance;
- The expenses of litigation; and
- The costs of suit.

SO ORDERED.”

The facts are as follows:

Plaintiff-appellee PRIMEPOWER MANPOWER SERVICES, a sole proprietorship duly organized, owned and operated by Bernardino D. Caramba, is engaged in the business of providing staff and manpower services to companies in need thereof such as hotels, restaurants and resorts.

Plaintiff-appellee started to provide services to defendant-appellant CARTE BLANCHE FOOD SERVICES CORPORATION by providing manpower and staff in 2007 up until March 24, 2011 when it was terminated by

plaintiff-appellee because of defendant-appellant's failure to pay its long outstanding obligation. As proof of their contractual relationship, plaintiff-appellee's sent "Billing Statements" to defendant-appellant. Covering the period January 2009 to March 2011, the total obligation of defendant-appellant to plaintiff-appellee amounted to P3,807,200.57, as shown in the "Summary of Account Receivables".

A demand letter dated March 23, 2011 was sent by Ms. Flordeliza D. Banal, the Finance Manager of plaintiff-appellee, to Mr. Romualdo Castillo seeking for the settlement of defendant-appellant's pending obligation amounting to P3,624,907.95. Despite receipt thereof, defendant-appellant did not endeavor to make a reply. A final demand letter dated April 18, 2011 was sent by plaintiff-appellee to defendant-appellant, however, the latter still failed and refused to pay the outstanding debt. Hence, this complaint for sum of money.

In its Answer, defendant-appellant alleged that it is a corporation duly engaged in food catering and the operation of canteens, restaurants, etc. It operates several restaurants one of which is Manila Polo Club. It claimed that plaintiff-appellee provided manpower services to defendant-appellant without any service contract. Plaintiff-appellee likewise provides additional manpower during events, parties, etc. held in Manila Polo Club. At the start of 2011, a comprehensive audit of the books showed that laundry expenses payable to Primepower Laundry and Dry Clean Services were deducted from defendant-appellant's receivable from Manila Polo Club in the amount of P1,300,172.73 and another amount of P914,051.91 for laundry uniforms was charged and paid. In a letter dated February 21, 2011, defendant-appellant explained that the total amount paid to Primepower Laundry and Dry Clean Services, which does not have any service contract with defendant-appellant, would be applied against any receivables that plaintiff-appellee may claim against defendant-appellant. Plaintiff-appellee refused to acknowledge receipt of any payment and instead filed the instant case.

Defendant-appellant failed to appear during the scheduled pre-trial despite due notice, hence, plaintiff-appellee was allowed to present its evidence *ex parte*.^[2] Plaintiff-appellee presented Mr. Mirnove E. Mapagu, the Operations Manager since April 2003 before he was appointed as the General Manager of plaintiff-appellee in December 2011, who testified on the general averments of the complaint.

On May 28, 2012, a Decision was rendered partially giving due course to the complaint. The trial court ruled that based on the evidence adduced by the plaintiff-appellee, there is not an iota of doubt that plaintiff-appellee is entitled to the reliefs prayed for at the trial court. It ordered defendant-appellant to pay to plaintiff-appellee the amount of P3,807,200.57 with legal interest from April 18, 2011 until fully paid, 5% of the total amount due as attorney's fees, P3,500 as and for appearance fee of plaintiff-appellee's counsel per court appearance, expenses of litigation, and the costs of suit.

Hence, this appeal. Defendant-appellant raised this lone issue for resolution, to wit:

WHETHER THE ORAL TESTIMONY AND DOCUMENTARY EVIDENCE SUBMITTED BY THE PLAINTIFF APPELLEE WOULD AMOUNT TO PREPONDERANCE OF EVIDENCE TO SUPPORT THE DECISION OF THE TRIAL COURT ORDERING DEFENDANT APPELLANT TO PAY P3,807,207.57.

The appeal is not meritorious.

Defendant-appellant claims that plaintiff-appellee failed to establish its case by preponderance of evidence. It averred that only the "billing statements" and "summary of account receivables" were offered as evidence. No service contract was presented to show the contract rates, number of personnel and post assignments, completion of daily time cards, audit time records, etc. that would give the trial court the basis of the amounts in the "summary of account receivables". Defendant-appellant argues that the "summary of account receivables" is self-serving as the witness neither personally prepared the document nor actually computed the amounts stated therein. Said document was not properly authenticated as the person who executed the same was not presented.

Hence, considering that plaintiff-appellee's witness has no personal knowledge of defendant-appellant's obligation and the summary of account was not properly authenticated, defendant-appellant contends that the same could not have been made basis of the ruling of the trial court.

In civil cases, basic is the rule that the party making allegations has the burden of proving them by a preponderance of evidence. The parties must rely on the strength of their own evidence, not upon the weakness of the defense offered by their opponent. This principle holds true, especially when the latter has had no opportunity to present evidence because of a default order. Needless to say, the extent of the relief that may be granted can only be as much as has been alleged and proved with preponderant evidence required under Section 1 of Rule 133.[3]

After a careful and judicious examination of the evidence presented by the plaintiff-appellee, We rule and so hold that plaintiff-appellee was able to establish its case by preponderance of evidence. The testimonial and documentary evidence proffered by plaintiff-appellee convincingly proved that defendant-appellant has outstanding obligation for the manpower services provided by plaintiff-appellee.

There was no written service contract executed between the parties. Hence, it is understandable why plaintiff-appellee did not present any service contract where the contract rates, number of personnel, etc. are stated. What the parties had was a verbal agreement which is perfectly valid and binding. For even defendant-appellant admitted in its Answer and Pre-Trial Brief that "Plaintiff provided manpower services to the defendant without any service contract and the former provides the latter additional manpower during events xxx".[4] Likewise, Mr. Mapagu, the General Manager of plaintiff-appellee testified that there was no written contract, their their engagement was agreed verbally.[5]

Anent defendant-appellant's claim that the statement of account was not properly authenticated as the person who executed the same was not presented, the same deserves scant consideration. Section 20, Rule 132 of the Rules of Court provides that the authenticity and due execution of a private document, before it is received in evidence by the court, must be established. Thus:

Sec. 20. Proof of private document. – 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.

In this case, it was Mr. Mapagu who presented the Statement of Account Receivables (Exh. "A")[6] and identified the same in court. While it was Ms. Flordeliza Banal, the Finance Manager, who prepared said document, Mr. Mapagu requested her to prepare the same and thereafter reviewed the statement. Mr. Mapagu saw the original of the document. He recognized the signature[7] appearing at the bottom of the Statement of Account Receivables to be that of Ms. Banal as Mr. Mapagu is already familiar with Ms. Banal's signature having been with the company for the past nine (9) years. Ms. Banal is under the supervision of Mr. Mapagu, being the General Manager of plaintiff-appellee.[8] Clearly, the authenticity and due execution of the Statement of Account Receivables was properly established and correctly made basis for the trial court to determine the outstanding obligation of defendant-appellant to plaintiff-appellee.

If defendant-appellant had questions regarding the basis of the computation as shown in the Account Receivables, it should have endeavored to send a reply to the March 23, 2011[9] letter of Ms. Banal wherein a copy of the Statement of Account Receivables was attached thereto. Defendant-appellant never denied receiving the letter. In

the normal course of things, a party will respond to said demand letter especially if it has doubts as to how the amount was arrived at. It is presumed that a person takes ordinary care of his concerns.[10] Persons are presumed to have taken care of their business.

Further, there is a disputable presumption that the ordinary course of business has been followed.[11] This disputable presumption is satisfactory if uncontradicted and not overcome by clear and convincing evidence. Defendant-appellant failed to overthrow this presumption; hence, the presumption stands against them. Plaintiff-appellee has sufficiently explained how the total amount of indebtedness was computed. Mr. Mapagu testified in this wise:

xxx

Q

Now, will you tell the Honorable Court in the absence of a written contract, what are the terms and conditions under which you conducted business transactions with Carte Blanche?

A

Okay. The procedure is like this, Carte Blanche if they need some manpower they will request from us, what we do we endorsed (sic) the staff to them for their interview and approval. Pagnaapprove nila then that's the time that it started to work... that's is (sic) the time that our staff started working with Carte Blanche upon their approval. After that based on tinatawag naming DTR's Daily Time Record actually we will prepare the billing statement of the manpower services rendered to Carte Blanche.

Q

And this "Billing Statement" is for what period of time?

A

The cut is from... assuming January 1-15 on the daily time record, they have to pay within thirty (30) days term of payment.

Q From receipt of the "Billing Statement?"

A Yes, from receipt of the "Billing Statement," your Honor.

xxx

Q

Now you mentioned about non-payment by Carte Blanch... of the debt of Carte Blanch to the plaintiff, for which reason the contractual relation was terminated, how much is this indebtedness, if you know?

A

Okay. The aggregate amount of Three Million Eight Hundred Seven Thousand, Two Hundred and Fifty-Seven cents (P3,807,200.57). That is the unsettled amounts with Primepower, your Honor.

Q

And for what period of time, the period of time which is supposed to be covered by services which were unpaid?

A From January 2009 until March of 2011, your Honor.

Q

You said that Carte Blanche has unsettled accounts with the plaintiff for P3,807,200.57, what is your basis in saying so?

A

We have a "Summary of Billing Statement" since 2009 indicating the amounts per cut-off period, your Honor totaling the amount which I made mention, your Honor.

Q

You made mention of a "Summary of Account Receivables," Mister Witness, I show to you a document which purports to be "Primepower Manpower Services Accounts Receivables" the client is Carte Blanche, and the amount is P3,807,200.57. Will you tell the Honorable Court if this is the same document you are referring to?

A Yes, your Honor, exactly it is the same, it is similar to what I mentioned.

Q Mister Witness I notice that this is a copy, where is the original of this document?

A The original copy of the document we have submitted to Carte Blanche.

Q So it is with Carte Blanche?

A Yes, your Honor.

xxx”[12]

All the foregoing duly considered, the preponderance of evidence thus weighs heavily in favor of plaintiff-appellee and against defendant-appellant. Plaintiff-appellee was able to establish that it provided manpower services to defendant-appellant for which the latter was billed. However, sometime in March 2011, their contractual relationship was terminated for failure of defendant-appellant to pay, despite repeated demands, its outstanding obligation in the total amount of P3,807,200.57, as evidenced by the Statement of Account Receivables. Thus, We see no error committed by the trial court in granting plaintiff-appellee's complaint.

WHEREFORE, premises considered, the instant appeal is DENIED. The assailed the Decision dated May 28, 2012 of the Regional Trial Court of Makati City, Branch 61 is hereby AFFIRMED.

SO ORDERED.

C E R T I F I C A T I O N

Pursuant to Article VIII, Section 13 of the Constitution, it is hereby certified that the conclusions in the above Decision were reached in consultation before the case was assigned to the writer of the opinion of the Court.

Gonzales-Sison and Sorongon, JJ., concur.

[1] Rollo, pp. 44-56; Records, pp. 106-118.

[2] RTC Order dated October 26, 2011, Records, p. 43.

[3] Gajudo vs. Traders Royal Bank, G.R. No. 151098, March 21, 2006; Otero vs. Tan, G.R. No. 200134, August 15, 2012.

[4] See Answer, p. 2, Records, p. 20; Pre Trial Brief, Records, p. 39.

[5] TSN, Feb 3, 2012, pp. 9-10.

[6] Records, p. 85.

[7] Exh. “A-1”.

[8] TSN, February 3, 2012, pp. 12-14.

[9] Exh. “B”, Records, pp. 86-87.

[10] Section 3(d), Rule 113, Revised Rules of Court.

[11] Section 3(q), Rule 131, Revised Rules of Court.

[12] TSN, February 3, 2012, pp. 9-12.

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