

RICARDO V. TUGONON, PETITIONER, VS. THE HON. COURT OF APPEALS AND PRIMITIVO MASLOG, RESPONDENTS.*G.R. No. 106208. February 02, 1993*

Ponente: GRIÑO-AQUINO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-106208/>**GRIÑO-AQUINO, J.:**

In this petition for review on certiorari, petitioner assails the decision of the Court of Appeals reversing the earlier judgment of the Regional Trial Court of Bohol, Branch 2, dated August 30, 1988, which had ordered the private respondent to reimburse petitioner for the rentals that the latter had paid and to pay actual and moral damages, attorney's fees and costs. The main issue raised by the petition is whether the subject matter of the contract of lease dated July 13, 1966 was certain and identified as Lot 359-A-2, a parcel of land with an area of 34 sq. m. in Tagbilaran, Bohol.

The factual antecedents of this case are stated in the decision of the Court of Appeals as follows:

"On September 4, 1981, plain-tiff Primitivo Maslog filed Civil Case No. 3479, against defendants Ricardo Tugonon and Aquilina Hongayo, before the Court of First Instance of Bohol, Branch 2 (now RTC-Bohol). The complainant alleged, inter alia, that Primitivo Maslog and Ricardo Tugonon entered into and executed a contract, whereby the former agreed to lease to the latter his parcel of land located in Tagbilaran, Bohol, for a period of fifteen (15) years commencing from July 13, 1966; that some of the conditions of the contract were: 'xxx xxx xxx (4) that the purpose of this Contract of Lease is to allow the herein LESSEE to construct a building on said parcel of land and it is hereby agreed that the building or house to be constructed by the herein LESSEE shall be of the same materials of the building adjoining the said lot now owned by Miss Eufemia Maslog, situated at Libertad St., Tagbilaran City, Philippines; xxx xxx xxx (7) that the LESSEE can not sublet the above-described parcel of land to third persons; xxx xxx xxx'; that Ricardo Tugonon failed and neglected to comply with the terms and conditions of the contract, by not constructing the building or the house, despite repeated demands from Primitivo Maslog; that sometime in 1977, Ricardo Tugonon subleased the land to Aquilina Hongayo and allowed the latter to build an eatery popularly known as Ayes Food Mart, in violation of said contract; that had not Ricardo Tugonon prevailed upon, influenced and induced Primitivo Maslog to lease to him the land, under the terms and conditions delineated in the contract, the latter would have made use of the land or leased it to another who might have offered better terms and conditions; that the 15-year life of the contract of lease had already expired; that despite repeated demands to Ricardo Tugonon to surrender the property and to pay damages for his failure to comply with the terms and conditions of the contract, he refused and continued to refuse, without any valid reason, to heed such demand." (pp. 59-60, Rollo.)

Nevertheless, Tugonon paid the monthly rentals regularly and in fact paid the full rentals for the entire term of the lease as early as 1977, in the amount of P3,000.00 (p. 10, TSN, June 20, 1986). In 1977, Tugonon allowed one Aquilina Hongayo to put up a store on the leased premises (pp. 16-17, TSN, Aug. 2, 1983; p. 12, November 14, 1986).

On September 4, 1981, after the expiration of the 15-year life of the Contract of Lease, without Tugonon having fulfilled his undertaking to construct a building on the land, Maslog filed against him and Aquilina Hongayo, in

the CFI of Bohol a complaint for "Termination of Contract of Lease, Re-acquisition of the Possession of the Property and Damages" (Civil Case No. 3479). The complaint alleged that had not Tugonon induced Maslog to lease the land to him under the terms and conditions they had agreed upon, Maslog could have used the land himself or leased it to another who might have offered better terms and conditions.

Hongayo, in her answer, admitted that she was allowed by Tugonon to put up a small stall on the premises, rent free. She did not know that there was a prohibition against subleasing the premises because Maslog did not disturb her during all the years that she occupied the premises, until Maslog informed her that he owns the property and that the rentals should be paid to him. She disclaimed any intention of remaining in the premises, without Maslog's consent.

On the other hand, Tugonon alleged that his failure to construct a building on the land was due to the fault and neglect of the plaintiff Maslog because he discovered that the land leased to him was not the land the plaintiff actually owns. Besides, there was an obstruction in the leased premises that the plaintiff did not remove despite repeated demands. He confirmed Hongayo's allegation that no consideration was paid to him by her for putting her stall on the leased land.

After trial on the merits, the Regional Trial Court of Bohol, Branch 2, rendered a decision on August 30, 1988 in favor of Tugonon, on the ground that the lot subject of the lease was uncertain, hence, the contract of lease was invalid. The dispositive portion of the decision reads:

"WHEREFORE, by clear preponderance of evidence in favor of defendant, the Court orders plaintiff to reimburse defendant the P3,000.00 paid to plaintiff for rentals in advance, declares the contract of lease Exh. 3 as having been terminated and defendant should vacate the premises subject of the contract.

"That plaintiff by way of actual damages pays defendant P5,000.00, moral damages in the amount of P5,000 and attorney's fees in the amount of P2,000 plus costs of this proceedings." (p. 59, Rollo.)

On February 22, 1992, the Court of Appeals reversed the trial court. The dispositive portion of its decision reads:

"WHEREFORE, the Decision of August 30, 1988, in Civil Case No. 3479, of the RTC-Bohol, Branch 2, is hereby REVERSED and SET ASIDE. Defendant-Appellee Ricardo V. Tugonon is ordered to pay plaintiff-appellant Primitivo Maslog, the amount of P30,000.00, as damages, and plaintiff-appellant is entitled to retain the amount of P3,000.00, as rentals, of the subject property. Costs against defendant-appellee Ricardo V. Tugonon." (p. 76, Rollo.)

In this petition for review, the lone issue raised by the petitioner is whether or not the Court of Appeals correctly found that despite the error in identifying the lot subject of the lease as Lot No. 359-A-2 instead of Lot 359-C (the lot adjudicated to Irene Maslog, mother of the private respondent), which was the lot leased to Tugonon, did not render the lease contract null and void. This issue is factual.

Notwithstanding the erroneous designation in the lease contract, the parties intended a particular part of Lot 359-C to be the object of their lease contract.

While it is true that the contract did not mention the TCT number, the tax declaration number and assessed value of the leased lot, both parties understood that Lot 359-C was the subject of the lease.

The letter dated October 3, 1976 jointly sent by Tugonon and the private respondent to Miguelita Maslog Chavez requiring her to remove her encroachment on Tugonon's Lot 359-D mentioned Lot 359-C as private respondent's lot.

The Court of Appeals furthermore observed that: if, as defendant-appellee Tugonon claimed, he could not identify

the exact location of the leased land, "why did he allow another [Hongayo] to put up a store therein?" (p. 70, Rollo).

WHEREFORE, finding no reversible error in the decision of the Court of Appeals, the petition for review is DENIED for lack of merit.

SO ORDERED.

Cruz, (Chairman), Padilla, and Bellosillo, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.