

## NANCY GO AND ALEX GO, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, HERMOGENES ONG AND JANE C. ONG, RESPONDENTS.

*G.R. No. 114791. May 29, 1997*

Ponente: ROMERO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-114791/>

---

### ROMERO, J.:

No less than the Constitution commands us to protect marriage as an inviolable social institution and the foundation of the family.[1] In our society, the importance of a wedding ceremony cannot be underestimated as it is the matrix of the family and, therefore, an occasion worth reliving in the succeeding years.

It is in this light that we narrate the following undisputed facts:

Private respondents spouses Hermogenes and Jane Ong were married on June 7, 1981, in Dumaguete City. The video coverage of the wedding was provided by petitioners at a contract price of P1,650.00. Three times thereafter, the newlyweds tried to claim the video tape of their wedding, which they planned to show to their relatives in the United States where they were to spend their honeymoon, and thrice they failed because the tape was apparently not yet processed. The parties then agreed that the tape would be ready upon private respondents' return.

When private respondents came home from their honeymoon, however, they found out that the tape had been erased by petitioners and therefore, could no longer be delivered.

Furious at the loss of the tape which was supposed to be the only record of their wedding, private respondents filed on September 23, 1981 a complaint for specific performance and damages against petitioners before the Regional Trial Court, 7th Judicial District, Branch 33, Dumaguete City. After a protracted trial, the court a quo rendered a decision, to wit:

“WHEREFORE, judgment is hereby granted:

1. Ordering the rescission of the agreement entered into between plaintiff Hermogenes Ong and defendant Nancy Go;
2. Declaring defendants Alex Go and Nancy Go jointly and severally liable to plaintiffs Hermogenes Ong and Jane C. Ong for the following sums:
  - a) P450.00, the down payment made at contract time;
  - b) P75,000.00, as moral damages;
  - c) P20,000.00, as exemplary damages;
  - d) P5,000.00, as attorney's fees; and
  - e) P2,000.00, as litigation expenses;

Defendants are also ordered to pay the costs.

SO ORDERED.”

Dissatisfied with the decision, petitioners elevated the case to the Court of Appeals which, on September 14, 1993, dismissed the appeal and affirmed the trial court’s decision.

Hence, this petition.

Petitioners contend that the Court of Appeals erred in not appreciating the evidence they presented to prove that they acted only as agents of a certain Pablo Lim and, as such, should not have been held liable. In addition, they aver that there is no evidence to show that the erasure of the tape was done in bad faith so as to justify the award of damages.[2]

The petition is not meritorious.

Petitioners claim that for the video coverage, the cameraman was employed by Pablo Lim who also owned the video equipment used. They further assert that they merely get a commission for all customers solicited for their principal.[3]

This contention is primarily premised on Article 1883 of the Civil Code which states thus:

“ART. 1883. If an agent acts in his own name, the principal has no right of action against the persons with whom the agent has contracted; neither have such persons against the principal.

In such case the agent is the one directly bound in favor of the person with whom he has contracted, as if the transaction were his own, except when the contract involves things belonging to the principal.

xxx xxx xxx”

Petitioners’ argument that since the video equipment used belonged to Lim and thus the contract was actually entered into between private respondents and Lim is not deserving of any serious consideration. In the instant case, the contract entered into is one of service, that is, for the video coverage of the wedding. Consequently, it can hardly be said that the object of the contract was the video equipment used. The use by petitioners of the video equipment of another person is of no consequence.

It must also be noted that in the course of the protracted trial below, petitioners did not even present Lim to corroborate their contention that they were mere agents of the latter. It would not be unwarranted to assume that their failure to present such a vital witness would have had an adverse result on the case.[4]

As regards the award of damages, petitioners would impress upon this Court their lack of malice or fraudulent intent in the erasure of the tape. They insist that since private respondents did not claim the tape after the lapse of thirty days, as agreed upon in their contract, the erasure was done in consonance with consistent business practice to minimize losses.[5]

We are not persuaded.

As correctly observed by the Court of Appeals, it is contrary to human nature for any newlywed couple to neglect to claim the video coverage of their wedding; the fact that private respondents filed a case against petitioners belies such assertion. Clearly, petitioners are guilty of actionable delay for having failed to process the video tape. Considering that private respondents were about to leave for the United States, they took care to inform petitioners that they would just claim the tape upon their return two months later. Thus, the erasure of the tape after the lapse of thirty days was unjustified.

In this regard, Article 1170 of the Civil Code provides that “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.”

In the instant case, petitioners and private respondents entered into a contract whereby, for a fee, the former undertook to cover the latter’s wedding and deliver to them a video copy of said event. For whatever reason, petitioners failed to provide private respondents with their tape. Clearly, petitioners are guilty of contravening their obligation to said private respondents and are thus liable for damages.

The grant of actual or compensatory damages in the amount of P450.00 is justified, as reimbursement of the downpayment paid by private respondents to petitioners.[6]

Generally, moral damages cannot be recovered in an action for breach of contract because this case is not among those enumerated in Article 2219 of the Civil Code. However, it is also accepted in this jurisdiction that liability for a quasi-delict may still exist despite the presence of contractual relations, that is, the act which violates the contract may also constitute a quasi-delict.[7] Consequently, moral damages are recoverable for the breach of contract which was palpably wanton, reckless, malicious or in bad faith, oppressive or abusive.[8]

Petitioners’ act or omission in recklessly erasing the video coverage of private respondents’ wedding was precisely the cause of the suffering private respondents had to undergo.

As the appellate court aptly observed:

“Considering the sentimental value of the tapes and the fact that the event therein recorded — a wedding which in our culture is a significant milestone to be cherished and remembered — could no longer be reenacted and was lost forever, the trial court was correct in awarding the appellees moral damages albeit in the amount of P75,000.00, which was a great reduction from plaintiffs’ demand in the complaint, in compensation for the mental anguish, tortured feelings, sleepless nights and humiliation that the appellees suffered and which under the circumstances could be awarded as allowed under Articles 2217 and 2218 of the Civil Code.”[9]

Considering the attendant wanton negligence committed by petitioners in the case at bar, the award of exemplary damages by the trial court is justified[10] to serve as a warning to all entities engaged in the same business to observe due diligence in the conduct of their affairs.

The award of attorney’s fees and litigation expenses are likewise proper, consistent with Article 2208[11] of the Civil Code.

Finally, petitioner Alex Go questions the finding of the trial and appellate courts holding him jointly and severally liable with his wife Nancy regarding the pecuniary liabilities imposed. He argues that when his wife entered into the contract with private respondent, she was acting alone for her sole interest.[12]

We find merit in this contention. Under Article 117 of the Civil Code (now Article 73 of the Family Code), the wife may exercise any profession, occupation or engage in business without the consent of the husband. In the instant case, we are convinced that it was only petitioner Nancy Go who entered into the contract with private respondent. Consequently, we rule that she is solely liable to private respondents for the damages awarded below, pursuant to the principle that contracts produce effect only as between the parties who execute them.[13]

WHEREFORE, the assailed decision dated September 14, 1993 is hereby **AFFIRMED** with the **MODIFICATION** that petitioner Alex Go is absolved from any liability to private respondents and that petitioner Nancy Go is solely liable to said private respondents for the judgment award. Costs against petitioners.  
**SO ORDERED.**

Regalado, (Chairman), Puno, Mendoza, and Torres, Jr., JJ., concur.

---

[1] Section 2, Article XV, 1987 Constitution.

[2] Rollo, pp. 15-23.

[3] Ibid., p. 7.

[4] Section 3(e), Rule 131 of the Rules of Court states, "(t)hat evidence willfully suppressed would be adverse if produced."

[5] Rollo, p. 19.

[6] Article 2200, Civil Code of the Philippines.

[7] PARAS, Civil Code of the Philippines, V, 1990, pp. 995-996, Singson v. Bank of the Philippine Islands, 23 SCRA 1117 (1968).

[8] TOLENTINO, COMMENTARIES & JURISPRUDENCE ON THE CIVIL CODE OF THE PHILIPPINES, V, 1995, p. 656.

[9] Rollo, p. 37.

[10] Article 2232, Civil Code of the Philippines.

[11] "ART. 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

(1) When exemplary damages are awarded;

xxx xxx xxx"

[12] Rollo, p. 23.

[13] Article 1311, Civil Code of the Philippines.

**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.