

## **SPOUSES ABNER AND ESTRELLA ANCHINGES, PETITIONERS, VS. SPOUSES FERMIN AND LORNA ALBARILLO AND LENIDA ANCHINGES,**

*G.R. No. 151790. April 22, 2008*

Ponente: CARPIO MORALES, J.

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### **CARPIO MORALES, J.:**

Nicanor del Mundo (del Mundo) was the owner of two adjacent lots, Lot No. 9-B-1 and Lot No. 9-B-2, located at Sunrise Drive, Magdalena Subdivision, Quezon City.

In early 1981, del Mundo's nephew-herein petitioner Abner Anchinges (Abner) and Abner's wife co-petitioner Estrella Anchinges (Estrella) bought 150 square meters of Lot No. 9-B-1 via a deed of conditional sale. The spouses constructed a two-unit duplex residential house on that portion of Lot No. 9-B-1 which they bought and on a portion of Lot No. 9-B-2, with del Mundo's permission. The second unit of the duplex was intended to be occupied in the old age of Natividad Anchinges (Natividad) and Juanito Anchinges Sr. - the parents of Abner and respondents Lorna Albarillo (Lorna) and Lenida Anchinges (Lenida).

In 1983, respondent spouses Lorna and Fermin Albarillo bought Lot No. 9-B-2 and thereafter moved, along with Lenida, to the second unit of the duplex.

Disagreements later arose between petitioners and respondents over the expenses incurred in the construction of the duplex, culminating in petitioners' filing of an ejectment case against respondents, docketed as Civil Case No. 4132, before the Metropolitan Trial Court (MeTC) of Quezon City.

During the pendency of the ejectment case, respondent spouses vacated the second unit of the duplex. Lenida remained, however.

Branch 32 of the Quezon City MeTC later dismissed the ejectment case, without prejudice to petitioners' right to file another action on their money claims against respondents.[1]

Petitioner-spouses thereafter filed on March 8, 1993 a Complaint[2] against respondents for sum of money with damages before the Regional Trial Court (RTC) of Quezon City, alleging that their uncle del Mundo allowed them to construct the second unit of the duplex on Lot No. 9-B-2 on the understanding that it would ultimately be given to Natividad after they shall have recovered the cost of construction thereof from the rentals paid by third party lessees; respondents, however, without their knowledge, moved into the second unit of the duplex which was then 95% complete; because of family ties, they (petitioners) eventually acquiesced to respondents' occupation of the second unit; and in September 1990, after del Mundo executed a Deed of Absolute Sale of a portion of Lot No. 9-B-1 in petitioners' favor, they proposed to respondents an arrangement on payment of rentals on the second unit until they (petitioners) recover the total amount they spent for its construction but respondents did not agree thereto.

Petitioners thus prayed for judgment

- Ordering defendants jointly and severally to pay the plaintiffs the amount of One Hundred Sixty Thousand Pesos (P160,000.00), representing the total expenses incurred by plaintiffs for the construction of the duplex unit occupied by the defendants, plus reasonable interest thereon;
- Ordering the defendants, in the event that they choose not to lay further claim on the said duplex unit in question, to pay the plaintiffs as follows:
  - (a) In the case of the defendants Albarillos, the sum of P74,000.00;
  - (b) In the case of the defendant Lenida Anchinges, the sum of P86,000.00, or the total rentals over the duplex unit reckoned at P4,000.00 per month up to the time she vacates the premises thereof, with interest;
- Ordering defendants Albarillos to pay the plaintiffs the sum of P96,000.00 as actual damages incurred by plaintiffs in the prosecution of Civil Case No. 4132 in the Municipal [sic] Trial Court;
- Ordering the defendants to pay the plaintiffs attorney's fees in the amount of P30,000.00, plus all other litigation expenses in the present case, including counsel's appearance fees in court, as may be proved in the course [of] trial;
- Ordering the defendants to pay the plaintiffs moral and exemplary damages in such amounts as this Honorable Court may deem reasonable;
- Ordering the defendants to pay the costs of suit,[3]and for other reliefs as may be just and equitable.

Respondents, denying petitioners' claim that the second unit was 95% complete when they moved in, claimed that only the roofing, posts, and rough walling were installed by petitioners,[4] with Natividad providing cash in the amount of P120,000 and construction materials worth P30,000; when Natividad was unable to provide additional funds, she asked respondent spouses to finish the construction which they did, after which, with the permission of Natividad, they moved therein on August 9, 1983;[5] and during their occupancy of the second unit, petitioners demanded the reimbursement of P40,000 which they already did.

Branch 77 of the Quezon City RTC decided the case in petitioners' favor, disposing as follows:

PREMISES CONSIDERED, judgment is hereby rendered in favor of the plaintiffs and against the defendants, to wit:

- ordering defendants jointly and severally to pay plaintiffs the amount of P160,000.00 representing the total expenses incurred by plaintiffs for the construction of the duplex unit occupied by the defendants;
  - in the event that the defendants choose not to hold on to the duplex unit in question, they are still liable to pay the plaintiffs, as follows:
    - (2.1) the amount of P74,000.00 in the case of the Albarillos [spouses] as rentals of the premises in question from November 1, 1990 up to May 14, 1992;
    - (2.2) in case of the defendant Lenida Anchinges, the amount representing the monthly rental of P4,000.00 of the premises from May 15, 1992 until she shall have vacated the premises.
- SO ORDERED.[6] (Underscoring supplied)

On petitioners' Motion for Reconsideration,[7] the RTC awarded interests on the judgment debt, moral damages, and attorney's fees.[8]

On appeal,[9] the Court of Appeals, finding that petitioners failed to prove their case by preponderance of evidence,[10] reversed and set aside the RTC decision and dismissed their complaint.[11]

Hence, the present Petition[12] for Review which imputes to the Court of Appeals the following errors:

- In holding that petitioners have no authority to build a duplex house on the site in question;
- In decreeing that there is no evidence to show that it was petitioners who constructed the second unit of the duplex house;
- In finding that there is no evidence to show that the second unit of the duplex house was indeed 95% complete; and
- In eventually dismissing plaintiffs' claims for damages.[13]

The petition is bereft of merit.

In civil cases, the party having the burden of proof must establish its case by preponderance of evidence.[14] In the case at bar petitioners failed to discharge the burden.

Indeed, petitioners failed to establish that the second unit of the duplex was 95% complete when respondents moved therein, and that respondents have the obligation to reimburse them for the expenses incurred in the construction thereof.

Aside from petitioner Abner's self-serving testimony, petitioners presented the following documentary evidence:

EXH. "A" -

Description : – A true copy of the Order of the Metropolitan Trial Court, Br. 32, of Quezon City , dated June 4, 1992, in the [ ejectment ] case entitled "Spouses Abner and Estrella Anchinges vs. Spouses Fermin and Lorna Albarillo, et al.," Civil Case No. 4132 ( for ejectment );

"A-1" -

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Third paragraph of Exh . "A", mentioned above.

Purpose : To prove that, prior to the filing of the abovementioned case before this Court, the plaintiffs herein had filed an ejectment suit against the same defendants herein, over the second unit of the duplex subject of the present suit; that the defendants herein, along with their mother, Mrs. Natividad Anchinges , would reimburse the amounts the plaintiffs had spent for constructing the duplex unit in question; and that the parties therein had agreed to talk amicably about the settlement of the plaintiff's claims.

"B" -

Description : Copy of the same Order of June 4, 1992 , already marked as Exh . "A";

"B-1" and "B-2" -

Description : Two pages of the bill of materials and cost estimates for the construction of the second unit of the duplex built by the plaintiffs, as submitted by the architect, pursuant to Exh . "B."

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Purpose : - To prove that the plaintiffs submitted the cost estimates to the court (MTC Br. 32, Q.C.), pursuant to the Order dated June 4, 1992, instead of the receipts for the constructions; and to prove that the plaintiffs spent no less than P114,371.00 for the construction of the duplex unit now occupied by the defendants.

"C" -

Description : Certification dated June 24, 1981 , by Nicanor del Mundo , owner of the lot on which was built the duplex unit now occupied by the defendants.

Purpose : To prove that, when the plaintiffs built the duplex, one unit of which was on their own lot, the owner of the adjoining lot gave them permission to build the duplex's second unit on his own lot. [15] (Emphasis supplied)

On the basis of petitioners' above-referred to Exhibit "A" (the MeTC Order in the ejectment case), the RTC concluded that "uncontroverted is the fact that the defendants had admitted their obligation to refund the expenses incurred by the plaintiffs for completing 95% of the construction of the said duplex unit per Order of the Metropolitan Trial Court, Br. 32, of Quezon City, dated June 4, 1992 (Exhibit `A')."[16]

The relevant portions of the said MeTC Order in the ejectment case read, however:

x x x x

A review of the Order dated May 7, 1992 was conducted and the discussion focused on item No. 1 of the first paragraph of said Order. The parties re-affirmed the same as already settled. It was agreed that plaintiff Abner Anchinges shoulder the amount of P20,000.00 while the other P20,000.00 will be shouldered by defendant Lorna Albarillo.

With respect to item No. 2 of the first paragraph, the parties agreed to confer among themselves and exchange accounts of records to liquidate the said P100,000.00. The parties also agreed that plaintiff and Mrs. Natividad Anchinges confer regarding the liquidation of their respective accounts to each other.

x x x x

For purposes of finally resolving any and all conflicts between and among all the parties in this case and the other members of their family who are not parties to this case, both parties as well as Mrs. Natividad Anchinges and Dr. Lelida [sic] Anchinges all agreed to have a comprehensive amicable settlement which shall include not only the instant case but also other case(s) among all the family members

x x x x.[17] (Emphasis and underscoring supplied)

The above-quoted portions of Exhibit "A" reflect an agreement among the parties in the ejectment case to discuss their respective accounts to each other relative to the P100,000 partial cost of construction. The RTC's conclusion that respondents "admitted [in the ejectment case] their obligation to refund the expenses incurred by [herein petitioners] for completing 95% of the construction" is thus incorrect.

Petitioners' Exhibits "B-1" and "B-2," the two-page "Bill of Materials and Cost Estimates of One (1) Unit Residential Bldg. for Mr. and Mrs. Abner Anchinges,"[18] does not indicate which unit of the duplex the same referred to. The total amount stated in the document is only P114,371,[19] not P160,000[20] as claimed by petitioners. And there is even no showing that petitioners actually incurred the expenses reflected therein. Besides, petitioner Abner admitted having received P100,000 from Natividad for the construction of the second unit.[21]

Petitioners' claim that 95% of the second unit of the duplex had been completed when respondents moved in is belied by respondents' receipts and invoices in respondent Lorna's name.[22]

On their claim that they already paid Abner the P40,000 reimbursement he demanded, respondents presented a schedule of payments[23] with some entries signed by Abner acknowledging his receipt thereof, and with other entries signed by his brother Josefino Anchinges whom Abner allowed to receive payments on his behalf in obedience to their mother Natividad's request to help Josefino financially.[24]

WHEREFORE, the petition is DENIED.

Costs against petitioners.

**SO ORDERED.**

Quisumbing, (Chairperson), Tinga, Velasco, Jr., and Brion, JJ., concur.

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[1] Records, pp. 3, 14, 361.

[2] Id. at 1-5.

[3] Id. at 4-5.

[4] TSN, November 24, 1994, p. 4.

[5] TSN, January 26, 1995, p. 30.

[6] Records, p. 322.

[7] Id. at 323-325.

[8] Vide id. at 408.

[9] Id. at 409-410.

[10] CA rollo, pp. 127.

[11] Decision of January 11, 2002, penned by Court of Appeals Associate Justice Renato C. Dacudao, with the concurrence of then-Court of Appeals Associate Justice Ruben T. Reyes and Associate Justice Mariano C. Del Castillo. Id. at 117-128.

[12] Rollo, pp. 9-21.

[13] Id. at 13.

[14] Rules of Court, Rule 133, Section 1.

[15] Records, pp. 65-71.

[16] Id. at 321.

[17] Id. at 68.

[18] Id. at 69-70.

[19] Vide id. at 70.

[20] Vide id. at 4.

[21] TSN, May 20, 1994, pp. 14-15.

[22] Records, pp. 109-224.

[23] Exhibit "5," records, pp. 104-105; TSN, November 24, 1994, pp. 10-15; TSN, January 26, 1995, pp. 25-29.

[24] Vide TSN, May 20, 1994, p. 30.

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