

DORIE ABESA NICOLAS, PETITIONER, VS. DEL-NACIA CORPORATION, RESPONDENT.

G.R. No. 158026. April 23, 2008

Ponente: PUNO, C.J.

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PUNO, C.J.:

This case arose from a complaint for unfair business practice[1] filed by petitioner Dorie Abesa Nicolas (Mrs. Nicolas) against respondent Del-Nacia Corporation (Del-Nacia) before the Housing and Land Use Regulatory Board (HLURB).

On February 20, 1988, the spouses Armando Nicolas and Dorie Abesa Nicolas (Spouses Nicolas) and Del-Nacia entered into a Land Purchase Agreement[2] (Agreement) for the sale by the latter to the former of a parcel of land, covered by Transfer Certificate of Title No. 233702, consisting of 10,000 square meters, situated at Lot No. 3-B-4, Del Nacia Ville No. 5, San Jose del Monte, Bulacan.

The relevant parts of the Agreement are:

(1) The PURCHASER agrees to pay to the OWNER upon execution of this Contract the sum of FORTY THOUSAND PESOS (P40,000) as first payment on account of the purchase price and agrees to pay the balance of FIVE HUNDRED TEN THOUSAND PESOS (P510,000) at the office of the OWNER in the City of Quezon, Philippines, or such other office as the OWNER may designate in 120 equal monthly installment of NINE THOUSAND ONE HUNDRED EIGHTY NINE AND 45/100 PESOS (P9,189.45) interest being included on successive monthly balance at 18% per annum, and payments to be made on the ____ day of each month thereafter beginning April 20, 1988.

x x x x

(5) In the event that any of the payments as stipulated be not paid when, where, and as the same become due; it is agreed that sums in arrears shall bear interest at the rate of EIGHTEEN (18%) per centum per annum payable monthly from the date on which said sums is due and payable.

(6) If any such payment or payments shall continue in arrears for more than sixty-days, or if the PURCHASER shall violate any of the conditions herein set forth then the entire unpaid balance due under this contract, with any interest which may have attached shall at once become due and payable and shall bear interest at the rate of TWELVE (12%) per centum per annum until paid, and in such case, the PURCHASER further agrees to pay to the OWNER a sum equal to ten (10%) per centum of the amount due as attorney's fees.[3]

Under the Agreement, the ownership of the land remains with Del-Nacia until full payment of the stipulated purchase price under the following terms and conditions:

(3) Title to said parcel of land shall remain in the name of the OWNER until complete payment by the PURCHASER of all obligations herein stipulated, at which time the OWNER agree to execute a final deed of sale in favor of the PURCHASER and cause the issuance of a certificate of title in the name of the latter, free from liens and encumbrances except those provided in the Land Registration Act, those imposed by the

authorities, and those contained in Clauses (10) and (16) of this agreement. Registration fees and documentary stamps of the deed of sale shall be paid by the PURCHASER.

(4) Only the PURCHASER shall be deemed for all legal purposes to take possession of the parcel of land upon payment of the down payment provided, however, that his/her possession under this section shall be only that of a tenant or lessee, and subject to ejectment proceedings during all the period of this agreement.

x x x x

(7) In case the PURCHASER fails to comply with any conditions of this contract and/or to pay any payments herein agreed upon, the PURCHASER shall be granted a period or periods of grace which in no case shall exceed (60) days to be counted from the condition breached ought to be complied with or the said payments ought have been made, during which period of grace the PURCHASER must comply with the said condition or satisfy all due monetary obligations including those which correspond to the period of grace. OTHERWISE, the Contract shall be automatically cancelled and rescinded and of no force and effect, and as a consequence therefore, the OWNER may dispose of the parcels of land covered by this Contract in favor of other persons, as if this Contract had never been entered into. In case of such cancellation of this Contract all amounts paid in accordance with this agreement, together with all the improvements introduced in the premises, shall be considered as rents for the use and occupation of the abovementioned premises and as payments for the damages suffered on the OWNER on account of the failure of the PURCHASER to fulfill his part of this Contract and the PURCHASER hereby renounces all his rights to demand or reclaim the return of the same and further obligates himself to peacefully vacate the premises and deliver the same to the OWNER; PROVIDED, HOWEVER, that any consideration, concession, tolerance or relaxation of provisions shall not be interpreted as a renunciation on the part of OWNER of any rights granted in this Contract.[4]

Upon signing of the Agreement, the Spouses Nicolas paid the down payment of P40,000. Thereupon, the Spouses Nicolas took possession of the land, and for several months thereafter, paid on or before the 20[th] of each month, the monthly amortizations.[5]

Unfortunately, however, Armando Nicolas died shortly after the signing of the Agreement and Mrs. Nicolas began to falter in her payments. As found by Arbiter Jose A. Atencio, Jr. (HLURB Arbiter) of the Office of Appeals, Adjudication and Legal Affairs (OAAL), HLURB Region III, the records of Del-Nacia indicate that Mrs. Nicolas is delinquent in her monthly amortization for the following months: November 1988; March 1989; May 1989; June 1989-July 1989; September 1989; October 1989; November 1989-December 1989; February 1990-September 1990; October 1990-November 1990; December 1990-April 1991. The last payment of Mrs. Nicolas was made on July 19, 1991.[6]

Del-Nacia sent Mrs. Nicolas notice to pay her arrearages with a grace period of sixty (60) days within which to make payment but to no avail. Del-Nacia then caused the notarial cancellation of the Agreement on December 3, 1991.[7]

Subsequently, Del-Nacia verbally informed Mrs. Nicolas to get the cash surrender value of her payment at its office. However, Mrs. Nicolas did not claim the same. Del-Nacia prepared a check in the amount of P270,651.88 representing the cash surrender value of Mrs. Nicolas's payment and sent it to her by registered mail. The check was received by Mrs. Nicolas and until now it remains in her possession.[8]

On February 23, 1993, Mrs. Nicolas filed a Complaint[9] against Del-Nacia before the HLURB. On December 15, 1994, the HLURB Arbiter rendered a Decision[10] (Arbiter Decision) with the following disposition:

PREMISES considered, judgment is hereby rendered as follows:

- Declaring the notarial cancellation of the contract on December 3, 1991 as null and void.

- Ordering respondent to forthwith furnish complainant accounting of the paid and unpaid amortizations including interests and penalty interests and other stipulated fees or charges covering the period or delinquent payments, as a consequence of the latter's default stating clearly and specifically the bases as stated in the contract and for the complainant to pay her unpaid obligations within forty five (45) days from receipt of the said computation/accounting.
- Ordering the same respondent to execute the pertinent deed in favor of the complainant within fifteen (15) days from receipt of complainant's full payment under paragraph b aforementioned and thereafter to deliver to the latter the Transfer Certificate of Title of the lot in question.
- Remedies provided under R.A. 6552 and other legal remedies may be resorted to, at the option of the respondent, if complainant fails or refuses to pay within the period provided under paragraph b.

So Ordered.[11]

Mrs. Nicolas sought review of the Arbiter Decision by the HLURB Board of Commissions (HLURB Board) on the following assignment of errors:

FIRST ASSIGNMENT OF ERROR

THE HON. ARBITER ERRED IN ORDERING THE INCLUSION OF INTERESTS, PENALTY INTERESTS AND OTHER STIPULATED FEES OR CHARGES IN THE UNILATERAL COMPUTATION TO BE MADE BY THE RESPONDENT-APPELLEE AS THE UNPAID OBLIGATION OF COMPLAINANT-APPELLANT.

SECOND ASSIGNMENT OF ERROR

THE HON. ARBITER ERRED IN ORDERING THE COMPLAINANT-APPELLANT TO PAY HER SUPPOSED UNPAID OBLIGATION BASED UPON THE UNILATERAL COMPUTATION OF RESPONDENT-APPELLEE WITHIN FORTY FIVE (45) DAYS FROM RECEIPT OF SAID COMPUTATION/ACCOUNTING.

THIRD ASSIGNMENT OF ERROR

THE HON. ARBITER ERRED IN GIVING RESPONDENT-APPELLEE THE RIGHT TO RESORT TO REMEDIES PROVIDED UNDER R.A. 6552 AND OTHER LEGAL REMEDIES.

FOURTH ASSIGNMENT OF ERROR

THE HON. ARBITER ERRED IN NOT AWARDING ATTORNEY'S FEES IN THE SUM OF P50,000.00 TO COMPLAINANT-APPELLANT.

FIFTH ASSIGNMENT OF ERROR

THE HON. ARBITER ERRED IN NOT GRANTING THE PRAYER OF COMPLAINANT-APPELLANT IN HER COMPLAINT.[12]

The HLURB Board was partly receptive of the appeal and, on December 1, 1995, it handed down a Decision[13] (HLURB Board Decision) adjudging that:

WHEREFORE, in light of the foregoing premises, we hereby MODIFY the Decision dated 15 December 1994 of the Office a Quo, insofar as paragraph (b) of the dispositive portion is concerned and an additional paragraph e, to wit:

(b)

Ordering complainant to pay respondent within sixty (60) days from receipt hereof the amount of one hundred

seventy three thousand nine hundred fifty seven pesos and 29/1000 (P173,957.29) representing the remaining balance of the installment purchase price of the land inclusive of legal interests at the rate of twelve percent (12%) per annum.

(e)

Ordering respondent to pay this Board the amount of ten thousand (P10,000) as an administrative fine for violation of Section 5 of P.D. 957 within thirty (30) days from finality hereof.

SO ORDERED. Quezon City.[14]

Del-Nacia filed a Motion for Reconsideration[15] and a Supplement to Motion for Reconsideration.[16] Meanwhile, Mrs. Nicolas filed a motion for the "consignment" of P173,957.29, representing the balance of the purchase price of the land as found by the HLURB Board.

On June 21, 1996, the HLURB Board resolved to deny Del-Nacia's motion for reconsideration and ordered Mrs. Nicolas to deposit with it for safekeeping the amount indicated in its Decision until Del-Nacia is willing to accept the same.[17]

Consequently, Del-Nacia appealed to the Office of the President which, however, was dismissed by its Decision dated March 4, 1998 (O.P. Original Decision).[18] Upon motion for reconsideration, however, the Office of the President, in a Resolution dated January 5, 2001[19] (O.P. Resolution), set aside the O.P. Original Decision and affirmed the Arbiter Decision in toto.

Unsuccessful in her bid at overturning the O.P. Resolution, Mrs. Nicolas filed a Petition for Review[20] with the Court of Appeals (CA) docketed as CA-G.R. SP No. 68407. The CA initially dismissed her petition for failing to comply with the procedural requirements of Section 6(c) of Rule 43 of the Revised Rules of Court.[21] Mrs. Nicolas filed an omnibus motion praying that the CA reconsider and set aside the dismissal of her petition and to admit her amended petition.[22] The CA then required Del-Nacia to submit its comment to the petition.[23]

On January 23, 2003, the CA rendered its Decision,[24] affirming the O.P. Resolution, to wit:

WHEREFORE, finding no flaw in the appealed O.P. Resolution, the same is hereby AFFIRMED in toto, with costs against Mrs. Nicolas.

SO ORDERED.

The Motion for Reconsideration[25] filed by Mrs. Nicolas was denied by the CA in its Resolution dated April 29, 2003.[26]

Hence, this Petition for Review on Certiorari[27], raising the lone issue of:

"WHETHER OR NOT complainant (now petitioner) is bound to pay the interests, penalty interests and other stipulated charges based on the unilateral accounting or computation made by respondent." [28]

The instant petition prays that the O.P. Original Decision, which affirmed the HLURB Board Decision, be reinstated by this Court.

In its Comment, Del-Nacia argues that the instant petition be denied for the following reasons: (1) failure to comply with section 4, Rule 45, and (2) failure to advance any special reason that would warrant the exercise by this Court of its discretionary power of review.

Before discussing the merits of the case, we shall first discuss its procedural aspect.

Del-Nacia urges this Court to dismiss the instant petition for failing to attach material portions of the records of

the case that will support the same as required under Section 6 of Rule 46 of the Revised Rules of Court, such as, for instance, copies of her own pleadings filed before the proceedings below.[29] It appears that the Agreement of the parties, subject of the dispute, was not attached to the petition. Nevertheless, since the Agreement and the other documents that were not attached to the petition are already part of the records of this case, and could easily be referred to by this Court if necessary, a dismissal of the instant petition purely on technical grounds is not warranted. Indeed, the Court has, in past cases, granted relief in favor of the petitioner despite this procedural infirmity.[30] Thus, we explained the rationale behind the Court's liberal stance as follows:

We must stress that cases should be determined on the merits, after all parties have been given full opportunity to ventilate their causes and defenses, rather than on technicalities or procedural imperfections. In that way, the ends of justice would be served better. Rules of procedure are mere tools designed to expedite the decision or resolution of cases and other matters pending in court. A strict and rigid application of rules, resulting in technicalities that tend to frustrate rather than promote substantial justice, must be avoided. In fact, Section 6 of Rule 1 states that the Rules shall be liberally construed in order to promote their objective of ensuring the just, speedy and inexpensive disposition of every action and proceeding.[31]

Now on the merits of the case. The issue is whether Mrs. Nicolas is liable to pay interests, penalty interests and other stipulated charges to Del-Nacia.

We rule in the affirmative.

Mrs. Nicolas contends that based on the payments she already made, she has overpaid the purchase price due under the Agreement.[32] She assails the application of her payments made by Del-Nacia since the latter applied the bulk of her payments to interest rather than the principal.[33] According to her, therefore, the penalties, interests and surcharges being collected by Del-Nacia have no basis in fact or in law.[34] In this regard, she urges this Court to affirm the HLURB Board Decision[35] which reads:

Cursory reading of the abovementioned document reveal that there is indeed no specific date indicated, as to when complainant should pay her monthly installments. It is clear that that the space provided for in Paragraph 1 of said document for the date or day of the month on which payment is to be made has been left blank.

Considering that the Land Purchase Agreement is a pro-forma document prepared by respondent, any ambiguity therein should be interpreted in favor of the complainant.

On the basis of the foregoing, we find that complainant did not incur any delay, hence, the imposition of surcharges and penalty interests are unjustified.[36]

According to Del-Nacia, however, Mrs. Nicolas disregarded paying the regular rate of interest, overdue interest and penalty interest which were voluntarily agreed upon under paragraphs (1), (5) and (6), respectively, of their Agreement.[37] Del-Nacia contends that the records clearly establish that Mrs. Nicolas was in delay in her payments of the monthly amortizations and she has not disputed the same.[38]

As found by the HLURB Arbiter, the records of Del-Nacia shows that Mrs. Nicolas incurred delay in the payment of her monthly amortizations.[39] It is a well-settled rule that factual findings of administrative agencies are conclusive and binding on the Court when supported by substantial evidence. We agree with the O.P. Resolution,[40] which was adopted and affirmed by the CA, to wit:

Appellant's [Del-Nacia] submission, however, that appellee [Mrs. Nicolas] incurred delay in the manner of payment of her monthly installment obligations is impressed with merit. The Housing Arbiter, in his evaluation as trier of facts of appellee's records of payment, was of the same view. Under #1 of the basic purchase agreement, supra, appellee undertook to pay "120 equal monthly installments" of P9,189.45, "payments to be

made on the ___ day of each month thereafter beginning April 20, 1988." A fair understanding of this provision would simply mean that payment should be made effected every 20[th] day of each month following April 20, 1988. Based on the records, one can safely presume that the same was fully understood by appellee, as she had repeatedly paid her monthly amortization on the 20[th] day of each, or a few days thereafter. Neither did she question the interest imposed by appellant for her payments made after the 20[th]. Be that as it may, this Office is at a loss to understand the HLURB's conclusion about appellee not having defaulted in her installment payments. The explanation given by the HLURB Proper why it considered appellee not to have been in delay, i. e., because "no specific date [is] indicated [in the purchase agreement] as to when complainant should pay her monthly installments" adding that "the space provided for . . . the date or day of the month which payment is to be made has been left blank," strikes this Office as too simplistic to be accorded cogency. The adverted fact of a "space in blank" is of no moment for, to reiterate, the agreement was for appellee to [the] pay the balance (P510,000.00) of the purchase price in 120 equal monthly installments, the installment period to start from April 20, 1988. The use of the phrase "120 equal monthly installments" and "thereafter beginning April 20, 1988" can mean only one thing - that after April 20, 1988, the monthly installment is to fall due and be payable on the 20[th] day of the succeeding months. The explanation adverted to above of the HLURB, if pursued to its logical conclusion, would virtually allow appellee to perpetually withhold installment payment without risk of being considered in default. The absurdity of this explanation needs no belaboring.[41]

Clearly, under paragraphs (1), (5) and (6) of the Agreement, *supra*, Mrs. Nicolas was bound to pay regular interest, and in case of delay, overdue interest and penalty. It cannot be overemphasized that a contract is the law between the parties,[42] and courts have no choice but to enforce such contract so long as they are not contrary to law, morals, good customs or public policy.[43]

In this connection, a stipulation for the payment of interest and penalty apart from interest in case of delay is not contrary to law, moral, good customs or public policy. To be sure, the same is sanctioned by the following provisions of the Civil Code:

Article 1956. No interest shall be due unless it has been expressly stipulated in writing.

Article 1226. In obligations with a penal clause, the penalty shall substitute the indemnity for damages and the payment of interests in case of non-compliance, if there is no stipulation to the contrary.

Article 2209. If the obligation consists in the payment of a sum of money, and the debtor incurs in delay, the indemnity for damages, there being no stipulation to the contrary, shall be the payment of the interest agreed upon x x x.

In *Bachrach Motor Company v. Espiritu*,[44] the Court ruled that the Civil Code permits the agreement upon a penalty apart from the interest. Should there be such an agreement, the penalty does not include the interest, and as such the two are different and distinct things which may be demanded separately. The same principle was reiterated in *Equitable Banking Corp. v. Liwanag et al.*,[45] where this Court held that the stipulation about payment of such additional rate partakes of the nature of a penalty clause, which is sanctioned by law.

On Mrs. Nicolas' contention that she should not pay interest and the other charges based on the unilateral accounting or computation made by Del-Nacia, a perusal of the formula[46] for the computation of regular interest, overdue interest and penalty interest used by Del-Nacia reveal that the same is in accord with the provisions of the Agreement and cannot be said to have been unilaterally imposed by Del-Nacia.

Moreover, the case of *Relucio v. Brillante-Garfin (Relucio)*,[47] involves similar facts to the case at bar where we ruled as follows:

Examination of the record shows that the questioned Contract to Buy and Sell the subdivision lots provided for payment by private respondent of the sum of P200.00 as downpayment, and that "the balance [of P10,600.00]

shall be paid in 180 monthly installments at P89.45 per month, including interest rate at six percent (6%) per annum, until the purchase price is fully paid." This stipulation clearly specified that an interest charge of six percent (6%) per annum was included in the monthly installment price: private respondent could not have helped noticing that P89.45 multiplied by 180 monthly installments equals P16,101.00, and not P10,600.00. The contract price of P10,800.00 may thus be seen to be the cash price of the subdivision lots, that is, the amount payable if the price of the lots were to be paid in cash and in full at the execution of the contract; it is not the amount that the vendor will have received in the aggregate after fifteen (15) years if the vendee shall have religiously paid the monthly installments. The installment price, upon the other hand, of the subdivision lots — the sum total of the monthly installments (i.e., P16,101.00) — typically, as in the instant case, has an interest component which compensates the vendor for waiting fifteen (15) years before receiving the total principal amount of P10,600.00. Economically or financially, P10,600.00 delivered in full today is simply worth much more than a long series of small payments totalling, after fifteen (15) years, P10,600.00. For the vendor, upon receiving the full cash price, could have deposited that amount in a bank, for instance, and earned interest income which at six percent (6%) per year and for fifteen (15) years, would precisely total P5,501.00 (the difference between the installment price of P16,101.00 — and the cash price of P10,600.00 —) To suppose, as private respondent argues, that mere prompt payment of the monthly installments as they fell due would obviate application of the interest charge of six percent (6%) per annum, is to ignore that simple economic fact. That economic fact is, of course, recognized by law, which authorizes the payment of interest when contractually stipulated for by the parties or when implied in recognized commercial custom or usage.

Vendor and vendee are legally free to stipulate for the payment of either the cash price of a subdivision lot or its installment price. Should the vendee opt to purchase a subdivision lot via the installment payment system, he is in effect paying interest on the cash price, whether the fact and rate of such interest payment is disclosed in the contract or not. The contract for the purchase and sale of a piece of land on the installment payment system in the case at bar is not only quite lawful; it also reflects a very wide spread usage or custom in our present day commercial life.[48]

In *Relucio*, the Court also sustained the seller's theory of declining balance whereby the seller credited a bigger sum of the monthly amortization to interest rather than the principal, such that in "[During] the succeeding monthly payments, however, as the outstanding balance on the principal gradually declined, the interest component (in absolute terms) correspondingly fell while the component credited to the principal increased proportionately, thus amortizing the balance of the principal purchase price as that balance gradually declined." [49]

In the same vein, an examination of the application of Mrs. Nicolas' payments by Del-Nacia in the table [50] the latter prepared as reflected in the records of the case, shows that the same is in accord with the theory of declining balance which was affirmed by this Court in *Relucio*.

Given the foregoing, it appears that the only dilemma which Mrs. Nicolas currently finds herself in is that the obligations which she voluntarily undertook under the Agreement turned out to be more onerous than what she expected. Doctrinal is the rule that courts may not extricate parties from the necessary consequences of their acts.[51] That the terms of a contract turn out to be financially disadvantageous to them will not relieve them of their obligations therein.[52]

IN VIEW WHEREOF, the petition is DISMISSED. The decision of the Court of Appeals is affirmed. Costs against the petitioner.

SO ORDERED.

Carpio, Azcuna, and Leonardo-De Castro, JJ., concur.
Corona, J., on leave.

[1] Docketed as Case No. REM-C-03-4-974, CA rollo, pp. 88-92.

[2] Id. at 296-297.

[3] Id.

[4] Id.

[5] Id. at 98-102.

[6] Id.

[7] Id.

[8] Id.

[9] Id. at 88-92.

[10] Supra note 3.

[11] Supra note 3.

[12] CA rollo, pp.103-108.

[13] Id. at 110-115.

[14] Id.

[15] Id. at 116-120.

[16] Id. at 121-122.

[17] Id. at 123-127.

[18] Id. at 128-133.

[19] Id. at 155-162.

[20] Id. at 7-70.

[21] Id. at 73.

[22] Id. at 74-168.

[23] Id. at 170-171.

[24] Rollo, pp. 20-32.

[25] CA rollo, pp. 163-166.

[26] Rollo, pp. 38-39.

[27] Id. at 7-45.

[28] Id.

[29] Id.

[30] Paredes, et al. v. Verano, et al, G.R. No. 164375, October 12, 2006, 504 SCRA 264; Cortez-Estrada v. Heirs of Samut, G.R. No. 154407, February 14, 2005, 451 SCRA 275.

[31] Posadas-Moya and Associates Construction Co., Inc v. Greenfield Development Corporation et al., 451 Phil. 647, 661 (2003).

[32] Supra note 1.

[33] Id..

[34] Id.

[35] Supra note 13.

[36] Id.

[37] CA rollo, pp. 93-97.

[38] Supra note 29.

[39] Supra note 5.

[40] Supra note 19.

[41] Id.

[42] CIVIL CODE, Art. 1159.

[43] CIVIL CODE, Art. 1306.

[44] 52 Phil. 347 (1928).

[45] 143 Phil. 102 (1970).

[46] The formula used by Del-Nacia is as follows (CA rollo, p. 234):

- Regular interest of 18% per annum under par. 1 of the Land Purchase Agreement:

$18\% \text{ Regular Interest} = \text{Running Balance} \times 18\% \times 30 \text{ days}/360$

- Overdue interest of 18% per annum under par. 5 of the Land Purchase Agreement:

$18\% \text{ Overdue Interest} = \text{Monthly amortization} \times 18\% \times \text{days delayed}/360$

- Penalty interest of 12% per annum under par. 6 of the Land Purchase Agreement:

$12\% \text{ Penalty Interest} = \text{Overdue Interest} + \text{Regular Interest} + \text{Previous Running Balance} \times$

$12\% \times \text{days delayed}/360$

[47] G.R. No. 76518, July 13, 1990, 187 SCRA 405.

[48] Id. at 408-109.

[49] Supra note 47 at pp.409-410.

[50] CA rollo, pp. 235-273.

[51] *Antonia Torres v. Court of Appeals, et al.*, 378 Phil. 170, 179 (1999).

[52] *Id.*

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