

HEIRS OF PURISIMA NALA, REPRESENTED BY THEIR ATTORNEY-IN-FACT EFEGENIA DIGNA DUYN, PETITIONERS, VS. ARTEMIO CABANSAG, RESPONDENT.

G.R. No. 161188. June 13, 2008

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

This is a petition for review under Rule 45 of the Rules of Court assailing the Court of Appeals (CA) Decision[1] dated December 19, 2002 and Resolution[2] dated October 28, 2003, dismissing petitioners' appeal and affirming with modification the Regional Trial Court (RTC) Decision dated August 10, 1994 rendered in Civil Case No. Q-91-10541.

The facts of the case are as follows:

Artemio Cabansag (respondent) filed Civil Case No. Q-91-10541 for damages in October 1991. According to respondent, he bought a 50-square meter property from spouses Eugenio Gomez, Jr. and Felisa Duyan Gomez on July 23, 1990. Said property is part of a 400-square meter lot registered in the name of the Gomez spouses. In October 1991, he received a demand letter from Atty. Alexander del Prado (Atty. Del Prado), in behalf of Purisima Nala (Nala), asking for the payment of rentals from 1987 to 1991 until he leaves the premises, as said property is owned by Nala, failing which criminal and civil actions will be filed against him. Another demand letter was sent on May 14, 1991. Because of such demands, respondent suffered damages and was constrained to file the case against Nala and Atty. Del Prado.[3]

Atty. Del Prado claimed that he sent the demand letters in good faith and that he was merely acting in behalf of his client, Nala, who disputed respondent's claim of ownership. Nala alleged that said property is part of an 800-square meter property owned by her late husband, Eulogio Duyan, which was subsequently divided into two parts. The 400-square meter property was conveyed to spouses Gomez in a fictitious deed of sale, with the agreement that it will be merely held by them in trust for the Duyan's children. Said property is covered by Transfer Certificate of Title (TCT) No. 281115 in the name of spouses Gomez. Nala also claimed that respondent is only renting the property which he occupies.[4]

After trial, the RTC of Quezon City, Branch 93, rendered its Decision on August 10, 1994, in favor of respondent. The dispositive portion of the Decision provides:

WHEREFORE, premises considered, by preponderance of evidence, the Court finds in favor of the plaintiff and hereby orders the defendants, jointly and severally, to pay plaintiff the following:

- P150,000.00 by way of moral damages;
- P30,000.00 by way of exemplary damages;
- P20,000.00 as and for reasonable attorney's fees and other litigation expenses; and

- to pay the costs.

SO ORDERED.[5]

Nala and Atty. Del Prado appealed to the CA. The herein assailed CA Decision dated December 19, 2002 affirmed the RTC Decision with modification, thus:

WHEREFORE, premises considered, the instant appeal is hereby DISMISSED. The assailed decision of the Regional Trial Court, Branch 93, Quezon City, in Civil Case No. Q-91-10541 is heretofore AFFIRMED with MODIFICATION. Defendants-appellants are ordered to pay, jointly and severally, plaintiff-appellee the amount of P30,000.00 by way of moral damages. It is further ordered to pay him exemplary damages in the amount of P10,000.00 and P10,000.00, attorney's fees.

SO ORDERED.[6]

In affirming the RTC Decision, the CA took note of the Decision dated September 5, 1994 rendered by the RTC of Quezon City, Branch 80, dismissing Civil Case No. 91-8821, an action for reconveyance of real property and cancellation of TCT No. 281115 with damages, filed by Nala against spouses Gomez.[7]

Hence, herein petition by the heirs of Nala (petitioners)[8] with the following assignment of errors:

a)

Respondent Court of Appeals erred in not considering the right of Purisima Nala to assert her rights and interest over the property.

b)

Respondent Court of Appeals erred in not considering the Decision rendered by the Court of Appeals in the case for reconveyance which upheld the rights and interest of Purisima Nala and her children over a certain parcel of land, a portion of which is subject of the present case.

c)

Respondent Court of Appeals erred in awarding damages and attorney's fees without any basis.[9]

Atty. Del Prado filed a motion for extension of time to file his separate petition but it was denied by the Court per its Resolution dated January 19, 2004 issued in G.R. No. 160829.

Petitioners argue that their predecessor-in-interest had every right to protect and assert her interests over the property. Nala had no knowledge that the property was sold by spouses Gomez to respondent when the demand letters were sent. What she was aware of was the fact that spouses Gomez were managing the rentals on the property by virtue of the implied trust created between them and Eulogio Duyan. When spouses Gomez failed to remit the rentals and claimed ownership of the property, it was then that Nala decided to procure the services of legal counsel to protect their rights over the property.

Petitioners also contend that it was error for the CA to take note of the RTC Decision in Civil Case No. 91-8821 without further noting that the CA had already reversed and set aside said RTC Decision and ordered reconveyance of the property to Nala and her children in a Decision dated March 8, 2000 rendered in CA-G.R. CV No. 49163. Petitioners also argue that respondent did not substantiate his claim for damages.

Preliminarily, the Court notes that both the RTC and the CA failed to indicate the particular provision of law under which it held petitioners liable for damages. Nevertheless, based on the allegations in respondent's complaint, it may be gathered that the basis for his claim for damages is Article 19 of the Civil Code, which

provides:

Art. 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.

The foregoing provision sets the standards which may be observed not only in the exercise of one's rights but also in the performance of one's duties. When a right is exercised in a manner which does not conform with the norms enshrined in Article 19 and results in damage to another, a legal wrong is thereby committed for which the wrongdoer must be held responsible. But a right, though by itself legal because recognized or granted by law as such, may nevertheless become the source of some illegality. A person should be protected only when he acts in the legitimate exercise of his right; that is, when he acts with prudence and in good faith, but not when he acts with negligence or abuse. There is an abuse of right when it is exercised only for the purpose of prejudicing or injuring another. The exercise of a right must be in accordance with the purpose for which it was established, and must not be excessive or unduly harsh; there must be no intention to injure another.[10]

In order to be liable for damages under the abuse of rights principle, the following requisites must concur: (a) the existence of a legal right or duty; (b) which is exercised in bad faith; and (c) for the sole intent of prejudicing or injuring another.[11]

It should be stressed that malice or bad faith is at the core of Article 19 of the Civil Code. Good faith is presumed, and he who alleges bad faith has the duty to prove the same.[12] Bad faith, on the other hand, does not simply connote bad judgment to simple negligence, dishonest purpose or some moral obloquy and conscious doing of a wrong, or a breach of known duty due to some motives or interest or ill will that partakes of the nature of fraud. Malice connotes ill will or spite and speaks not in response to duty. It implies an intention to do ulterior and unjustifiable harm.[13]

In the present case, there is nothing on record which will prove that Nala and her counsel, Atty. Del Prado, acted in bad faith or malice in sending the demand letters to respondent. In the first place, there was ground for Nala's actions since she believed that the property was owned by her husband Eulogio Duyan and that respondent was illegally occupying the same. She had no knowledge that spouses Gomez violated the trust imposed on them by Eulogio and surreptitiously sold a portion of the property to respondent. It was only after respondent filed the case for damages against Nala that she learned of such sale. The bare fact that respondent claims ownership over the property does not give rise to the conclusion that the sending of the demand letters by Nala was done in bad faith. Absent any evidence presented by respondent, bad faith or malice could not be attributed to petitioner since Nala was only trying to protect their interests over the property.

Moreover, respondent failed to show that Nala and Atty. Del Prado's acts were done with the sole intention of prejudicing and injuring him. It may be true that respondent suffered mental anguish, serious anxiety and sleepless nights when he received the demand letters; however, there is a material distinction between damages and injury. Injury is the legal invasion of a legal right while damage is the hurt, loss or harm which results from the injury.[14] Thus, there can be damage without injury in those instances in which the loss or harm was not the result of a violation of a legal duty. In such cases, the consequences must be borne by the injured person alone; the law affords no remedy for damages resulting from an act which does not amount to a legal injury or wrong. These situations are often called *damnum absque injuria*. [15]

Nala was acting well within her rights when she instructed Atty. Del Prado to send the demand letters. She had to take all the necessary legal steps to enforce her legal/equitable rights over the property occupied by respondent. One who makes use of his own legal right does no injury.[16] Thus, whatever damages are suffered by respondent should be borne solely by him.

Nala's acts in protecting her rights over the property find further solid ground in the fact that the property has already been ordered reconveyed to her and her heirs. In its Decision dated March 8, 2000 in CA-G.R. CV No. 49163, the CA reversed and set aside the RTC's Decision and ordered the reconveyance of the property to petitioners, and TCT No. 281115 was declared canceled. Said CA Decision was affirmed by this Court in its Decision dated March 18, 2005 in G.R. No. 144148, which became final and executory on July 27, 2005.

WHEREFORE, the petition is GRANTED. The Decision dated December 19, 2002 and Resolution dated October 28, 2003 rendered by the Court of Appeals in CA-G.R. CV No. 48580 are NULLIFIED. Civil Case No. Q-91-10541 is DISMISSED for lack of merit.

Costs against respondent.

SO ORDERED.

Ynares-Santiago, (Chairperson), Chico-Nazario, Reyes, and Brion, JJ., concur.

* In Lieu of Justice Antonio Eduardo B. Nachura, per Special Order No. 507 dated May 28, 2008.

[1] Penned by Associate Justice Rodrigo V. Cosico, with Associate Justices Rebecca de Guia-Salvador and Regalado E. Maambong, concurring; rollo, pp. 23-30.

[2] Id. at 32-33.

[3] Rollo, pp. 35-37.

[4] Id. at 41-47.

[5] CA rollo, p. 55.

[6] Id. at 146-147.

[7] Id. at 144-145.

[8] Nala was substituted by petitioners after her death on January 28, 2002.

[9] Rollo, p. 10.

[10] *Hongkong and Shanghai Banking Corporation Limited v. Catalan*, G.R. No. 159590, October 18, 2004, 440 SCRA 498, 511.

[11] *Far East Bank and Trust Company v. Pacilan, Jr.*, G.R. No. 157314, July 29, 2005, 465 SCRA 372, 382.

[12] *Saber v. Court of Appeals*, G.R. No. 132981, August 31, 2004, 437 SCRA 259, 278.

[13] Id. at 278-279.

[14] *Lagon v. Court of Appeals*, G.R. No. 119107, March 18, 2005, 453 SCRA 616, 627-628.

[15] *Diaz v. Davao Light and Power Co., Inc.*, G.R. No. 160959, April 4, 2007, 520 SCRA 481, 509-510.

[16] *Pro Line Sports Center, Inc. v. Court of Appeals*, 346 Phil. 143, 154 (1997).

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