

GERARDO AOANAN, SR., PETITIONER, VS. JOSE AOANAN, JR., RESPONDENT.

G.R. NO. 164220. April 27, 2007

Ponente: CHICO-NAZARIO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-164220/>

CHICO-NAZARIO, J.:

Before Us is a Petition for Review on Certiorari under Rule 45 of the Rules of Civil Procedure, assailing the Resolution[1] of the Court of Appeals in CA-G.R. CV No. 76053, dated 18 February 2004, which dismissed petitioner's appeal for his failure to file his appellant's brief on time.

On 2 February 1953, the spouses Jose S. Aoanan, Sr., and Maria Gabica executed a Deed of Real Estate Mortgage in favor of the Philippine National Bank (PNB) over several real properties, including the properties subject of this case, as security for the loan extended to them by the PNB. For failure of the spouses Aoanan to pay their loan within the period provided for under the deed, the mortgage over the subject properties was extrajudicially foreclosed and the properties sold in a public auction to PNB on 18 April 1961. The spouses Aoanan likewise failed to exercise their right of redemption within the 12-month period after the date of the auction sale, thus, an Affidavit of Consolidation of Ownership dated 12 February 1963 was executed by the bank.

Thirty-three (33) years later, or on 4 March 1996, after the death of the spouses Aoanan, respondent Jose G. Aoanan, Jr., the youngest son of the spouses Aoanan, sent a written communication to PNB offering to buy for the amount of P850,000.00 the properties mortgaged by his parents. In its response dated 16 April 1996, the bank, through its responsible official, accepted and approved the respondent's "Offer to Buy." On 31 July 1998, a Deed of Absolute Sale was executed between the PNB and respondent, in representation of the heirs of the late Jose S. Aoanan, Sr. Thereafter, on three different occasions, respondent executed three Deeds of Absolute Sale in favor of the National Power Corporation (NAPOCOR) ceding to the latter the same parcels of land bought from the PNB.

After receiving information that respondent had received from the NAPOCOR the amount of P12,594,512.00 for the sale of the subject properties, petitioner Gerardo Aoanan, Sr., the alleged eldest child out of wedlock of the late Jose Aoanan, Sr., requested respondent to deliver to him his share in the proceeds but the latter refused and instead challenged petitioner to take legal action to enforce his rights, if any.

On 3 May 2000, petitioner filed before the Regional Trial Court (RTC) of Urdaneta City, Branch 46, a Complaint for Injunction and Mandamus with Prayer for Temporary Restraining Order and Preliminary Injunction seeking judgment prohibiting herein respondent, for himself and for the other heirs of Jose S. Aoanan, Sr., from receiving from the NAPOCOR the balance of the contract price, as well as directing the NAPOCOR to release, instead, the said amount to petitioner.

Petitioner's prayer for the issuance of a Temporary Restraining Order was granted on 22 June 2000 after it was admitted during the pre-trial that petitioner is the eldest son of the late Jose Aoanan, Sr. On 28 July 2000, the lower court ordered the issuance of a Writ of Preliminary Injunction.

After trial, the court a quo rendered a Decision[2] dismissing the complaint. According to the lower court:

After a thorough examination of the facts proved by both parties, this Court is faced with this issue to be resolved: Whether or not plaintiff Gerardo Aoanan is entitled to the proceeds of the properties sold by defendant Atty. Jose Aoanan, Jr., to the National Power Corporation.

The plaintiff in order to convince the Court that he is entitled to the proceeds of the property sold by the defendant to the NAPOCOR, adduced evidence that showed that he has enjoyed the status of being a child of the late Jose Aoanan, Sr., and that the defendant together with his brothers and sisters as well as third persons had publicly recognized him as the son of the late Jose Aoanan, Sr.

As such, he claimed that he should have been included in the enumeration of heirs in the Deed of Absolute Sale of a Registered Property between the NAPOCOR and Jose Aoanan, Jr., in representation of all the heirs of Jose S. Aoanan, Sr. x x x. Further, he stated that the money used by the defendant in purchasing the subject property from the PNB came from the proceeds of a property of the late Jose Aoanan, Sr., which was sold by the defendant as an administrator to Julia Perez.

On the other hand, the defendant stated that there was no estate of Jose Aoanan, Sr. to speak of when PNB foreclosed the subject properties and consequently, for failure of the mortgagor and his heirs to redeem the same, PNB had consolidated the ownership of the properties on February 12, 1963. On March 4, 1996, the defendant offered to buy the properties which was then an acquired asset of the bank. On April 16, 1996, PNB through its Northern Luzon Regional Office Credit Committee, acted favorably and approved his offer to purchase the subject properties.

Defendant testified that he was the one who purchased the properties from PNB and that he used his own money in purchasing the same and not the proceeds of a land he sold to Julia Perez.

The land subject of the Deed of Absolute Sale referred to by plaintiff and his witness Arthur Aoanan Sicam was sold by him for and on behalf of his brother Mariano Aoanan who gave him a Special Power of Attorney together with another brother Alejandro G. Aoanan.

x x x x

After a thorough analysis and examination of the evidence presented by both parties, this Court finds for the defendant.

x x x x

For a writ of injunction to issue, the petitioner's interest in the property in controversy or the right he seeks to be protected, must be a "present right". The existence of a "clear positive right" especially calling for judicial protection must be shown. Injunction, indeed, is not to protect contingent or future right; no[r] is it a remedy to enforce an abstract right. The plaintiff should have established first his right over the subject property before availing of the instant remedy. x x x.

In the instant case, the plaintiff failed to prove his allegation that the money used by the defendant in purchasing the subject property from the PNB came from the proceeds of the sale of another property. A close examination of the Deed of Sale over said property however, revealed that the consideration of said sale was only P300,000.00 contrary to the declaration of plaintiff's witness, Atty. Arthur Sicam who testified that the consideration was P850,000.00. x x x.

Likewise, plaintiff failed to present evidence that he had an actual contribution in purchasing the subject properties from the PNB that entitles him to a share in the proceeds of the sale thereof to the NAPOCOR. All that he was able to present was an agreement dated December 14, 1973, between him and the children of the spouses Jose, Sr., and Concordia Aoanan [sic] to redeem the subject property and a receipt that he gave his

advance share in the amount of P1,500.00 way back in June 24, 1971. But their agreement to redeem the property did not materialize when he was still the administrator because of failure to pay the remaining balance to the bank. Indeed, he anchored his claim over the proceeds of the sale to his alleged paternity to the former owner of the subject property, Jose Aoanan, Sr., not taking into consideration that before the subject properties were sold to NAPOCOR, the sole owner of the properties was the defendant who purchased the same out of his own money. If it is not so, all siblings of the defendant could have joined the plaintiff in this action.

"The complainant's right or title, moreover, must be clear and unquestioned, for equity as a rule, will not take cognizance of suits to establish title, and will not lend its preventive aid by injunction where the complainant's right or title is doubtful or disputed. He must stand on the strength of his own right or title, rather than on the weakness of that claimed by his adversary.

"The very foundation of the jurisdiction to issue the writ of injunction rests in the probability or irreparable injury, inadequacy of pecuniary compensation and the prevention of the multiplicity of suits, and where facts are not shown to bring the case within these conditions, the relief of injunction should be refused."

In the instant case, the plaintiff failed to show right or title to the proceeds of the sale of the subject properties to the NAPOCOR. Hence, there is no right to be protected or there is no right to be injured that necessitates the issuance of a writ of injunction. Further, there is no showing that the defendant cannot compensate him pecuniarily if ever in the future, he will be able to prove his claim over the proceeds of the sale of the subject properties to the NAPOCOR.

From the foregoing, the plaintiff failed to show facts that warrants the issuance of a Writ of Injunction.

WHEREFORE, for failure of the plaintiff to substantiate his claim by mere preponderance of evidence, the issuance of a Writ of Injunction is hereby DENIED and the instant case is hereby DISMISSED. Plaintiff Gerardo Aoanan is hereby ordered to pay the amount of P50,000.00 to the defendant by way of moral damages.[3]

Aggrieved by the aforequoted Decision, petitioner instituted an appeal before the Court of Appeals which was dismissed by the appellate court in a Resolution dated 18 February 2004, the pertinent portion of which reads:

It will be noted that despite many extensions granted by this Court (five extensions for a total of 135 days), no brief was filed on time. The uniform grounds for extensions, that is, "pressure of work and volume of equally important works" in all the motions granted shows bad faith and lack of sincerity in filing the brief on time. Also, in his comment/opposition to the motion to dismiss, appellant gives a totally different reason for the delay — the alleged cancer ailment of his sister. It was only on July 1, 2003, or one day late at that that the appellant filed his brief.

Consequently, for failure of appellant to file brief on time, the appeal is hereby DISMISSED (Sec. 1 [e], Rule 50 of the Rules of Civil Procedure).[4]

Petitioner's Motion for Reconsideration was also denied hence, the instant petition.

Petitioner contends that the Court of Appeals denied him of his right to appeal and said denial was legally and factually baseless, if not arbitrary. Though petitioner admits that he had indeed requested several extensions of time to file his brief, he maintains that said extensions were filed within the time requested and before each extension period has lapsed. Petitioner explains that he had only until 30 June 2003 to file his appellant's brief as prayed for in his Amended Motion for Last Extension of Time to File Appellant's Brief, unfortunately, on account of the brown-out during the entire daytime of 27 June 2003 and due to the malfunction of his counsel's printer, petitioner was not be able to beat the deadline and thus, needed a few more hours to submit the brief. Hence, on 30 June 2003, before the expiration of the last extension period granted, petitioner filed his Motion for One (1) Day Extension of Time to File Appellant's Brief. Moreover, petitioner insists that the interest of justice would be best served if his appellant's brief was admitted and the appeal was allowed to proceed since there was no great

prejudice upon respondent by the lapse of another night.

We reject the postulations. Section 12, Rule 44 of the Rules of Civil Procedure is clear in its mandate that an "extension of time for the filing of briefs will not be allowed, except for good and sufficient cause, and only if the motion for extension is filed before the expiration of the time sought to be extended." Therefore, extensions are generally not allowed except for a showing that the extension is prayed for on the basis of a reasonable justification. Even then, the allowance or denial of motions for extension of time to file brief is addressed to the sound discretion of the court. There is no question that the discretion vested in the courts whether to grant or not motions for extensions must be exercised wisely and prudently, never capriciously, with a view of substantial justice.[5] In the instant case, it is clear that the denial of petitioner's Motion for One (1) Day Extension of Time to File Appellant's Brief and the subsequent dismissal of his appellant's brief are the consequence of the appellate court's sound exercise of its discretion.

It must be stressed at this point that petitioner filed five (5) motions for extension to file appellant's brief, the first four of which were all granted by the Court of Appeals, thus, a total of 135 days had already lapsed before petitioner was able to actually file his brief. Moreover, a perusal of the motions for extension filed by petitioner's counsel would reveal that the first four motions for extension were premised solely on the lamentably worn-out excuse that petitioner's counsel was burdened with "equally important works and engagements aside from daily court hearings." What is more, petitioner seems to have taxed the consideration extended to him by the appellate court when, in its last Motion for One Day Extension of Time to File Appellant's Brief, he reasoned that the brief might not be completed by the end of the period of extension granted to it or by 30 June 2003 "on account of printer malfunction" and "due to the brown-out for entire daytime in Dagupan City." Printer malfunction is not a sufficient excuse. It is hardly imaginable that there is only one printer in the whole of Dagupan City such that petitioner's counsel could not print the brief on time upon the malfunction of his own printer. Surely, petitioner's counsel could have sought out other printers available for a fee. More so, the alleged brown-out happened on 27 June 2003, three days before the end of the last extension granted. Even assuming that no work was done on said date, petitioner's counsel still had three full days before the deadline in order to finish the brief. Based on the foregoing, we cannot fault the Court of Appeals for denying the last Motion for One Day Extension filed by petitioner when his counsel's reason for the delay was apparently insufficient, flimsy, and, hence, unacceptable.

Nevertheless, we have carefully reviewed the records of the case in our desire to put an end to this controversy.

Petitioner faults the trial court for concluding that he has failed to prove that the money used by respondent in purchasing the subject property came from the proceeds of the sale of another property belonging to the late Jose Aoanan, Sr., and that petitioner failed to establish that he has any right to the proceeds of the sale of the subject property to the NAPOCOR.

It is petitioner's contention that, contrary to the findings of the trial court, the property sold by respondent to Julia Perez belonged to the estate of the late Jose Aoanan, Sr., and that the proceeds thereof was the money used to buy back the properties acquired by the PNB. Furthermore, petitioner points to the fact that the Deed of Absolute Sale between PNB and respondent, as well as the Transfer Certificates of Title to the properties bought back from the PNB and the Deeds of Absolute Sale between respondent and the NAPOCOR all indicate that respondent was acting in representation of all the heirs of the late Jose Aoanan, Sr.

With respect to the fact that it is indicated in the Deeds of Absolute Sale of the subject properties, as well as in the Certificates of Title, that respondent was acting in representation of all the heirs of the late Jose Aoanan, Sr., respondent, in his Memorandum, explained that said phrase was added not at his insistence, but that of the PNB, when he purchased the property from the bank.

We must agree in the conclusion of the trial court that petitioner failed to substantiate his claim by mere preponderance of evidence. We see no cause to depart from the familiar maxim according great weight and respect to the factual findings of the trial court, it being in the best position to weigh conflicting declarations of witnesses, observing their demeanor and conduct while giving evidence.[6] The trial court's determination on the issue of the credibility of witnesses and its consequent findings of fact must be given great weight and respect on appeal, unless certain facts of substance and value have been overlooked which, if considered, might affect the result of the case.[7] A close examination of the records, specially the testimonies of all the witnesses presented before the trial court, would lead us to sustain the ruling of the court a quo that the petitioner failed to prove his allegation that the money used by the defendant in purchasing the subject property from the PNB came from the proceeds of the sale of another property belonging to Jose Aoanan, Sr., and that petitioner failed to adduce evidence that he had made an actual contribution in purchasing the subject properties from the PNB that would entitle him to a share in the proceeds of the sale thereof to the NAPOCOR.

As testified to by respondent, it is undisputed that the property sold to the NAPOCOR no longer belonged to the estate of the late Jose Aoanan, Sr. when the latter failed to redeem said property upon purchase thereof by the PNB in the auction sale. Hence, petitioner may only claim a right to a part in the proceeds of the sale of the subject property upon showing that he had accordingly contributed for its repurchase. Unfortunately for petitioner, except for a receipt evidencing that he gave his advance share in the amount of P1,500.00 way back in 24 June 1971 for the proposed redemption of the properties from the PNB, he failed to adduce any evidence that he had made an actual contribution in purchasing the subject properties from the PNB for P850,000.00 that would entitle him to a share in the proceeds of the subsequent sale thereof to the NAPOCOR.

And more. Petitioner's theory that he is entitled to the proceeds of the sale of the subject properties to the NAPOCOR because the money used to buy said properties from the PNB was actually the proceeds of the sale to Julia Perez of a property belonging to the late Jose Aoanan, Sr., must also fail. First and foremost, respondent was able to prove that the property sold to Julia Perez no longer belonged to the estate of the late Jose Aoanan, Sr., but to respondent's elder brother Mariano by virtue of a Decision[8] of the Court of First Instance of Pangasinan, Branch 5, dated 7 February 1975. Secondly, the Deed of Sale involving the property sold to Julia Perez would reveal that the consideration for the said sale was only P300,000.00. This amount is clearly not enough to cover the purchase of the properties from the PNB which was bought for P850,000.00. As pointed out by the trial court, this fact would already negate the claim of petitioner that it was the proceeds from the sale to Julia Perez of said property which was used to repurchase the property from the PNB and subsequently sold to the NAPOCOR.

However, with respect to the issue of the propriety of the award of moral damages to respondent, we find for petitioner. In order that moral damages may be awarded, there must be pleading and proof of moral suffering, mental anguish, fright and the like.[9] While respondent alleged in his Answer with Counterclaim that he has suffered and continues to suffer sleepless nights, serious anxiety and mental anguish, besmirched reputation, wounded feelings, moral shock and social humiliation, he failed to prove them during the trial. There must be clear testimony on the anguish and other forms of mental suffering.[10] A thorough review of respondent's testimony, however, would show that he failed to substantiate his claim of mental anguish, serious anxiety, wounded feelings and other emotional and mental sufferings he purportedly suffered that would have justified an award for moral damages. Mere allegations do not suffice; they must be substantiated by clear and convincing proof.[11]

WHEREFORE, premises considered, the instant petition is hereby PARTLY GRANTED. The Resolution of the Court of Appeals in CA-G.R. CV No. 76053 dismissing petitioner's appeal for failure of appellant to file his brief on time is hereby AFFIRMED. The Decision of the Regional Trial Court of Urdaneta City, Branch 46, in Civil

Case No. U-7080 dismissing petitioner's Complaint for lack of merit is hereby MODIFIED. The award of moral damages is hereby DELETED. No costs.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Callejo, Sr., and Nachura, JJ., concur.

[1] Penned by Associate Justice Romeo A. Brawner with Associate Justices Rebecca De Guia-Salvador and Jose C. Reyes, Jr., concurring; rollo, p. 79.

[2] Dated 30 May 2002, penned by Judge Alicia B. Gonzalez-Decano; rollo, pp. 87-103.

[3] RTC Decision pp. 11-16; rollo, pp. 97-102.

[4] CA Resolution; rollo, p. 79.

[5] Roxas v. Court of Appeals, G.R. No. L-76549, 10 December 1987, 156 SCRA 252, 255-256.

[6] People v. Moreno, Jr., G.R. No.97805, 2 September 1992, 213 SCRA 450, 456.

[7]People v. Vallador, 327 Phil. 303, 311 (1996), citing People v. Bigcas, G.R. No. 94534, 20 July 1992, 211 SCRA 631.

[8] Civil Case No. U-2399 for Redemption with damages.

[9] Villanueva v. Court of Appeals, 27 October 2006, citing Mahinay v. Velasquez, Jr., G.R. No. 152753, January 13, 2004, 419 SCRA 118, 121.

[10] Kierulf v. Court of Appeals, 336 Phil. 414, 432 (1997), citing Francisco v. Government Service Insurance System, G.R. No. L-18155, 30 March 1939.

[11] People v. Vallador, supra note 7.

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.