

SPOUSES OMAR AND MOSHIERA LATIP, PETITIONERS, VS. ROSALIE PALAÑA CHUA, RESPONDENT.

G.R. No. 177809. October 16, 2009

Ponente: NACHURA, J.

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NACHURA, J.:

Challenged in this petition for review on certiorari is the Court of Appeals (CA) Decision in CA-G.R. SP No. 89300:[1] (1) reversing the decision of the Regional Trial Court (RTC), Branch 274, Parañaque City in Civil Case No. 04-0052:[2] and (2) reinstating and affirming in toto the decision of the Metropolitan Trial Court (MeTC), Branch 78, of the same city in Civil Case No. 2001-315.[3]

First, we sift through the varying facts found by the different lower courts.

The facts parleyed by the MeTC show that respondent Rosalie Chua (Rosalie) is the owner of Roferxane Building, a commercial building, located at No. 158 Quirino Avenue corner Redemptorist Road, Barangay Baclaran, Parañaque City.

On July 6, 2001, Rosalie filed a complaint for unlawful detainer plus damages against petitioners, Spouses Omar and Moshiera Latip (Spouses Latip). Rosalie attached to the complaint a contract of lease over two cubicles in Roferxane Bldg., signed by Rosalie, as lessor, and by Spouses Latip, as lessees thereof.

The contract of lease reads:

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is entered into by and between:

ROSALIE PALAÑA CHUA, Filipino, of legal age, married with office at 2/F JOFERXAN Building, F.B. Harrison St., Brgy. Baclaran, Parañaque City, and hereinafter referred to as the LESSOR,

- and -

OMAR LATIEF marriage to MOSHIERA LATIEF, also both Filipino, of legal age with address at 24 Anahan St. RGV Homes Parañaque City, and hereinafter referred to as the LESSEES.

WITNESSETH

1. That the LESSOR is the owner of the commercial building erected at the lot of the Toribio G. Reyes Realty, Inc. situated at 158 Quirino Ave. corner Redemptorist Road, Barangay Baclaran in Parañaque City;

2. That LESSOR hereby leases two (2) cubicles located at the 1[st] & 2[nd] Floor, of said building with an area of 56 square meters under the following terms and conditions, to wit:

- That the monthly rental of the two (2) cubicles in PESOS, SIXTY THOUSAND (P60,000.00), Philippine

Currency. However, due to unstable power of the peso LESSEES agrees to a yearly increase of ten (10%) percent of the monthly rental;

- That any rental in-arrears shall be paid before the expiration of the contract to the LESSOR;
- That LESSEES agree to pay their own water and electric consumptions in the said premises;
- That the LESSEES shall not sub-let or make any alteration in the cubicles without a written permission from the LESSOR. Provided, however, that at the termination of the Contract, the lessee shall return the two cubicles in its original conditions at their expenses;
- That the LESSEES agree to keep the cubicles in a safe and sanitary conditions, and shall not keep any kinds of flammable or combustible materials.
- That in case the LESSEES fail to pay the monthly rental every time it falls due or violate any of the above conditions shall be enough ground to terminate this Contract of Lease. Provided, further, that, if the LESSEES pre-terminate this Contract they shall pay the rentals for the unused month or period by way of liquidated damages in favor of the LESSOR.

3. That this Contract of Lease is for six (6) yrs. only starting from December ____, 1999 or up to December ____, 2005.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands this ____th day of December, 1999 at City of Manila, Philippines.

(sgd.) (sgd.)

ROSALIE PALAÑA-CHUA MOSHIERA LATIEF
L E S S O R L E S S E E

(sgd.)
OMAR LATIEF
L E S S E E

SIGNED IN THE PRESENCE OF:

(sgd.) (sgd.)
1. Daisy C. Ramos 2. Ferdinand C. Chua

Republic of the Philippines)
C i t y o f M a n i l a)s.s.

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public for and in the City of Manila personally appeared the following persons:

Rosalie P. Chua with CTC No. 05769706 at Parañaque City on 2/1/99; Moshiera Latief with CTC No. 12885654 at Parañaque City on 11/11/99; Omar Latief with CTC No. 12885653 Parañaque City on Nov. 11, 1999.

known to me and to me known to be the same persons who executed this instrument consisting of two (2) pages duly signed by them and the two (2) instrumental witnesses and acknowledged to me that the same is their free and voluntarily acts and deeds.

IN FAITH AND TESTIMONY WHEREOF, I have hereunto affixed my hand and Notarial Seal this ____th day of December, 1999 at the City of Manila, Philippines.

Doc. No. _____ ATTY. CALIXTRO B. RAMOS
Page No. _____ NOTARY PUBLIC
Book No. LXV Until December 31, 2000
Series of 1999 PTR # 374145-1/11/99/-Mla.
IBP # 00262-Life Member[4]

A year after the commencement of the lease and with Spouses Latip already occupying the leased cubicles, Rosalie, through counsel, sent the spouses a letter demanding payment of back rentals and should they fail to do so, to vacate the leased cubicles. When Spouses Latip did not heed Rosalie's demand, she instituted the aforesaid complaint.

In their Answer, Spouses Latip refuted Rosalie's claims. They averred that the lease of the two (2) cubicles had already been paid in full as evidenced by receipts showing payment to Rosalie of the total amount of P2,570,000.00. The three (3) receipts, in Rosalie's handwriting, read:

- I received the amount of P2,000,000.00 (two million pesos) from [O]mar Latip & Moshi[e]ra Latip for the payment of 2 cubicles located at 158 Quirino Ave. corner Redemptorist Rd.[,] Baclaran P[araña]que City. ROFERLAND[5] Bldg. with the terms 6 yrs. Contract.

P2,000,000.00 _____(sgd.)_____
CHECK # 3767924 Rosalie Chua
FAR EAST BANK

_____(sgd.)_____
Ferdinand Chua

- Received cash
P500,000.00
From Moshiera Latip

(sgd.)
12/10/99 Rosalie Chua
Received by

- Received cash
P70,000.00 from
Moshiera Latip
12-11-99

--____(sgd.)____
Received by:[6]

Spouses Latip asseverated that sometime in October 1999, Rosalie offered for sale lease rights over two (2) cubicles in Roferxane Bldg. Having in mind the brisk sale of goods during the Christmas season, they readily accepted Rosalie's offer to purchase lease rights in Roferxane Bldg., which was still under construction at the time. According to Spouses Latip, the immediate payment of P2,570,000.00 would be used to finish construction of the building giving them first priority in the occupation of the finished cubicles.

Thereafter, in December 1999, as soon as two (2) cubicles were finished, Spouses Latip occupied them without waiting for the completion of five (5) other stalls. Spouses Latip averred that the contract of lease they signed had been novated by their purchase of lease rights of the subject cubicles. Thus, they were surprised to receive a demand letter from Rosalie's counsel and the subsequent filing of a complaint against them.

The MeTC ruled in favor of Rosalie, viz.:

WHEREFORE, premises considered, the [Spouses Latip] and all persons claiming rights under them are hereby ordered to VACATE the property subject of this case located at the 1[st] and 2[nd] floors of a Roferxane Building situated at No. 158 Quirino Avenue corner Redemptorist Road, Barangay Baclaran, Parañaque City. The [Spouses Latip] are also ordered to PAY [Rosalie] the amount of SEVEN HUNDRED TWENTY THOUSAND PESOS (P720,000.00) as rent arrearages for the period of December 1999 to December 2000 and thereafter to PAY [Rosalie] the amount of SEVENTY TWO THOUSAND PESOS (P72,000.00) per month from January 2001 to December 2002, plus ten percent (10%) increase for each and every succeeding years thereafter as stipulated in paragraph 2(a) of the Contract of Lease x x x, until the [Spouses Latip] have completely vacated the leased premises subject of this lease. Finally[,] the [Spouses Latip] are hereby ordered to PAY [Rosalie] the amount of TWENTY THOUSAND PESOS (P20,000.00) as attorney's fees and TWO THOUSAND PESOS (P2,000.00) per [Rosalie's] appearance in Court as appearance fee and to PAY the cost of this suit.

[Spouses Latip's] counterclaim is hereby DISMISSED for lack of merit.

SO ORDERED.[7]

In stark contrast, the RTC reversed the MeTC and ruled in favor of Spouses Latip. The RTC did not give credence to the contract of lease, ruling that it was not notarized and, in all other substantial aspects, incomplete. Further on this point, the RTC noted that the contract of lease lacked: (1) the signature of Ferdinand Chua, Rosalie's husband; (2) the signatures of Spouses Latip on the first page thereof; (3) the specific dates for the term of the contract which only stated that the lease is for "six (6) y[ea]rs only starting from December 1999 or up to December 2005"; (4) the exact date of execution of the document, albeit the month of December and year 1999 are indicated therein; and (5) the provision for payment of deposit or advance rental which is supposedly uncommon in big commercial lease contracts.

The RTC believed the claim of Spouses Latip that the contract of lease was modified and supplemented; and the entire lease rentals for the two (2) cubicles for six (6) years had already been paid by Spouses Latip in the amount of P2,570,000.00. As to Rosalie's claim that her receipt of P2,570,000.00 was simply goodwill payment by prospective lessees to their lessor, and not payment for the purchase of lease rights, the RTC shot this down and pointed out that, apart from her bare allegations, Rosalie did not adduce evidence to substantiate this claim. On the whole, the RTC declared an existent lease between the parties for a period of six (6) years, and already fully paid for by Spouses Latip. Thus, Spouses Latip could not be ejected from the leased premises until expiration of the lease period.

The RTC disposed of the appeal, viz.:

WHEREFORE, all the foregoing considered, the appealed decision of the [MeTC] dated January 13, 2004 is reversed as judgment is hereby rendered for the [Spouses Latip] and against [Rosalie], ordering the latter to pay the former -

- (1) the sum of PhP1,000,000.00 as moral damages;
- (2) the sum of PhP500,000.00 as exemplary damages;
- (3) the sum of PhP250,000.00 plus PhP3,000.00 per court appearance as and for attorney's fees; and
- (4) costs of suit.

SO ORDERED.[8]

In yet another turn of events, the CA, as previously mentioned, reversed the RTC and reinstated the decision of the MeTC. The CA ruled that the contract of lease, albeit lacking the signature of Ferdinand and not notarized, remained a complete and valid contract. As the MeTC had, the CA likewise found that the alleged defects in the contract of lease did not render the contract ineffective. On the issue of whether the amount of P2,570,000.00 merely constituted payment of goodwill money, the CA took judicial notice of this common practice in the area of Baclaran, especially around the Redemptorist Church. According to the appellate court, this judicial notice was bolstered by the Joint Sworn Declaration of the stallholders at Roferxane Bldg. that they all had paid goodwill money to Rosalie prior to occupying the stalls thereat. Thus, ruling on Rosalie's appeal, the CA disposed of the case:

WHEREFORE, in view of the foregoing, the Petition for Review is hereby GRANTED. The assailed decision of RTC Parañaque City Branch 274 dated September 24, 2004 is hereby REVERSED and SET ASIDE, and the January 13, 2004 decision of the MeTC is REINSTATED and AFFIRMED en toto.

SO ORDERED.[9]

Not surprisingly, Spouses Latip filed the present appeal.

The singular issue for our resolution is whether Spouses Latip should be ejected from the leased cubicles.

As previously adverted to, the CA, in ruling for Rosalie and upholding the ejectment of Spouses Latip, took judicial notice of the alleged practice of prospective lessees in the Baclaran area to pay goodwill money to the lessor.

We disagree.

Sections 1 and 2 of Rule 129 of the Rules of Court declare when the taking of judicial notice is mandatory or discretionary on the courts, thus:

SECTION 1. Judicial notice, when mandatory. - A court shall take judicial notice, without the introduction of evidence, of the existence and territorial extent of states, their political history, forms of government and symbols of nationality, the law of nations, the admiralty and maritime courts of the world and their seals, the political constitution and history of the Philippines, the official acts of the legislative, executive and judicial departments of the Philippines, the laws of nature, the measure of time, and the geographical divisions.

SEC. 2. Judicial notice, when discretionary. - A court may take judicial notice of matters which are of public knowledge, or are capable of unquestionable demonstration or ought to be known to judges because of their judicial functions.

On this point, *State Prosecutors v. Muro*[10] is instructive:

I. The doctrine of judicial notice rests on the wisdom and discretion of the courts. The power to take judicial notice is to be exercised by courts with caution; care must be taken that the requisite notoriety exists; and every reasonable doubt on the subject should be promptly resolved in the negative.

Generally speaking, matters of judicial notice have three material requisites: (1) the matter must be one of common and general knowledge; (2) it must be well and authoritatively settled and not doubtful or uncertain; and (3) it must be known to be within the limits of the jurisdiction of the court. The principal guide in determining what facts may be assumed to be judicially known is that of notoriety. Hence, it can be said that judicial notice is limited to facts evidenced by public records and facts of general notoriety.

To say that a court will take judicial notice of a fact is merely another way of saying that the usual form of evidence will be dispensed with if knowledge of the fact can be otherwise acquired. This is because the court assumes that the matter is so notorious that it will not be disputed. But judicial notice is not judicial

knowledge. The mere personal knowledge of the judge is not the judicial knowledge of the court, and he is not authorized to make his individual knowledge of a fact, not generally or professionally known, the basis of his action. Judicial cognizance is taken only of those matters which are "commonly" known.

Things of "common knowledge," of which courts take judicial notice, may be matters coming to the knowledge of men generally in the course of the ordinary experiences of life, or they may be matters which are generally accepted by mankind as true and are capable of ready and unquestioned demonstration. Thus, facts which are universally known, and which may be found in encyclopedias, dictionaries or other publications, are judicially noticed, provided they are of such universal notoriety and so generally understood that they may be regarded as forming part of the common knowledge of every person.[11]

We reiterated the requisite of notoriety for the taking of judicial notice in the recent case of *Expertravel & Tours, Inc. v. Court of Appeals*,[12] which cited *State Prosecutors*:

Generally speaking, matters of judicial notice have three material requisites: (1) the matter must be one of common and general knowledge; (2) it must be well and authoritatively settled and not doubtful or uncertain; and (3) it must be known to be within the limits of the jurisdiction of the court. The principal guide in determining what facts may be assumed to be judicially known is that of notoriety. Hence, it can be said that judicial notice is limited to facts evidenced by public records and facts of general notoriety. Moreover, a judicially noticed fact must be one not subject to a reasonable dispute in that it is either: (1) generally known within the territorial jurisdiction of the trial court; or (2) capable of accurate and ready determination by resorting to sources whose accuracy cannot reasonably be questionable.

Things of "common knowledge," of which courts take judicial notice, may be matters coming to the knowledge of men generally in the course of the ordinary experiences of life, or they may be matters which are generally accepted by mankind as true and are capable of ready and unquestioned demonstration. Thus, facts which are universally known, and which may be found in encyclopedias, dictionaries or other publications, are judicially noticed, provided, they are such of universal notoriety and so generally understood that they may be regarded as forming part of the common knowledge of every person. As the common knowledge of man ranges far and wide, a wide variety of particular facts have been judicially noticed as being matters of common knowledge. But a court cannot take judicial notice of any fact which, in part, is dependent on the existence or non-existence of a fact of which the court has no constructive knowledge.

From the foregoing provisions of law and our holdings thereon, it is apparent that the matter which the appellate court took judicial notice of does not meet the requisite of notoriety. To begin with, only the CA took judicial notice of this supposed practice to pay goodwill money to the lessor in the Baclaran area. Neither the MeTC nor the RTC, with the former even ruling in favor of Rosalie, found that the practice was of "common knowledge" or notoriously known.

We note that the RTC specifically ruled that Rosalie, apart from her bare allegation, adduced no evidence to prove her claim that the amount of P2,570,000.00 simply constituted the payment of goodwill money. Subsequently, Rosalie attached an annex to her petition for review before the CA, containing a joint declaration under oath by other stallholders in Roferxane Bldg. that they had paid goodwill money to Rosalie as their lessor. On this score, we emphasize that the reason why our rules on evidence provide for matters that need not be proved under Rule 129, specifically on judicial notice, is to dispense with the taking of the usual form of evidence on a certain matter so notoriously known, it will not be disputed by the parties.

However, in this case, the requisite of notoriety is belied by the necessity of attaching documentary evidence, i.e., the Joint Affidavit of the stallholders, to Rosalie's appeal before the CA. In short, the alleged practice still had to be proven by Rosalie; contravening the title itself of Rule 129 of the Rules of Court - What need not be proved.

Apparently, only that particular division of the CA had knowledge of the practice to pay goodwill money in the Baclaran area. As was held in State Prosecutors, justices and judges alike ought to be reminded that the power to take judicial notice must be exercised with caution and every reasonable doubt on the subject should be ample reason for the claim of judicial notice to be promptly resolved in the negative.

Ultimately, on the issue of whether Spouses Latip ought to be ejected from the leased cubicles, what remains in evidence is the documentary evidence signed by both parties - the contract of lease and the receipts evidencing payment of P2,570,000.00.

We need not be unduly detained by the issue of which documents were executed first or if there was a novation of the contract of lease. As had been found by the RTC, the lease contract and the receipts for the amount of P2,570,000.00 can be reconciled or harmonized. The RTC declared:

Definitely, the parties entered into a lease agreement over two (2) cubicles of the 1[st] and 2[nd] floors of Roferxane (Roferland) Building, a commercial building located at 158 Quirino Avenue, corner Redemptorist Road, Baclaran, Parañaque City and belonging to [Rosalie]. The lease agreement is for a term of six (6) years commencing in December 1999 up to December 2005. This agreement was embodied in a Contract of Lease x x x. The terms of this lease contract, however, are modified or supplemented by another agreement between the parties executed and or entered into in or about the time of execution of the lease contract, which exact date of execution of the latter is unclear.[13]

We agree with the RTC's holding only up to that point. There exists a lease agreement between the parties as set forth in the contract of lease which is a complete document. It need not be signed by Ferdinand Chua as he likewise did not sign the other two receipts for P500,000.00 and P70,000.00, respectively, which contained only the signature of Rosalie. Besides, it is undisputed that Rosalie owns and leases the stalls in Roferxane Bldg.; thus, doing away with the need for her husband's consent. The findings of the three lower courts concur on this fact.

The contract of lease has a period of six (6) years commencing in December 1999. This fact is again buttressed by Spouses Latip's admission that they occupied the property forthwith in December 1999, bearing in mind the brisk sales during the holiday season.

On the conflicting interpretations by the lower courts of the receipts amounting to P2,570,000.00, we hold that the practice of payment of goodwill money in the Baclaran area is an inadequate subject of judicial notice. Neither was Rosalie able to provide sufficient evidence that, apart from the belatedly submitted Joint Affidavit of the stallholders of Roferxane Bldg., the said amount was simply for the payment of goodwill money, and not payment for advance rentals by Spouses Latip.

In interpreting the evidence before us, we are guided by the Civil Code provisions on interpretation of contracts, to wit:

Art. 1371. In order to judge the intention of the contracting parties, their contemporaneous and subsequent acts shall be principally considered.

Art. 1372. However general the terms of a contract may be, they shall not be understood to comprehend things that are distinct and cases that are different from those which the parties intended to agree.

Art. 1373. If some stipulation of any contract should admit of several meanings, it shall be understood as bearing that import which is most adequate to render it effectual.

The RTC was already on the right track when it declared that the receipts for P2,570,000.00 modified or supplemented the contract of lease. However, it made a quantum leap when it ruled that the amount was payment for rentals of the two (2) cubicles for the entire six-year period. We cannot subscribe to this finding. To obviate

confusion and for clarity, the contents of the receipts, already set forth above, are again reproduced:

- I received the amount of P2,000,000.00 (two million pesos) from [O]mar Latip & Moshie[r]a Latip for the payment of 2 cubicles located at 158 Quirino Ave. corner Redemptorist Rd.[,] Baclaran P[araña]que City. ROFERLAND Bldg. with the terms 6 yrs. Contract.

P2,000,000.00 _____(sgd.)_____
CHECK # 3767924 Rosalie Chua
FAR EAST BANK

_____(sgd.)_____
Ferdinand Chua

- Received cash
P500,000.00
From Moshiera Latip

(sgd.)

12/10/99 Rosalie Chua
Received by

- Received cash
P70,000.00 from
Moshiera Latip
12-11-99

--____(sgd.)____
Received by:[14]

There is nothing on the receipts and on record that the payment and receipt of P2,570,000.00 referred to full payment of rentals for the whole period of the lease. All three receipts state Rosalie's receipt of cash in varying amounts. The first receipt for P2,000,000.00 did state payment for two (2) cubicles, but this cannot mean full payment of rentals for the entire lease period when there are no words to that effect. Further, two receipts were subsequently executed pointing to the obvious fact that the P2,000,000.00 is not for full payment of rentals. Thus, since the contract of lease remained operative, we find that Rosalie's receipt of the monies should be considered as advanced rentals on the leased cubicles. This conclusion is bolstered by the fact that Rosalie demanded payment of the lease rentals only in 2000, a full year after the commencement of the lease.

Finally, we note that the lease ended in 2005. Consequently, Spouses Latip can be ejected from the leased premises. They are liable to Rosalie for unpaid rentals on the lease of the two (2) cubicles in accordance with the stipulations on rentals in the Contract of Lease. However, the amount of P2,570,000.00, covering advance rentals, must be deducted from this liability of Spouses Latip to Rosalie.

WHEREFORE, premises considered, the petition is hereby GRANTED. The decision of the Court of Appeals in CA-G.R. SP No. 89300 is REVERSED. The petitioners, spouses Omar and Moshiera Latip, are liable to respondent Rosalie Chua for unpaid rentals minus the amount of P2,570,000.00 already received by her as advance rentals. No costs.

SO ORDERED.

Carpio Morales[*], Chico-Nazario[**], (Acting Chairperson), Peralta, and Abad[***], JJ., cocnur.

[*] Additional member vice Associate Justice Antonio T. Carpio per Special Order No. 744 dated October 13, 2009.

[**] Acting Chairperson vice Associate Justice Antonio T. Carpio per Special Order No. 743 dated October 13, 2009.

[***] Additional member vice Associate Justice Presbitero J. Velasco, Jr. per Special Order No. 753 dated October 13, 2009.

[1] Penned by Associate Justice Lucenito N. Tagle (retired), with Associate Justices Rodrigo V. Cosico (retired) and Regalado E. Maambong (retired), concurring; rollo, pp. 43-56.

[2] Penned by Presiding Judge Fortunito L. Madrona, CA rollo. pp. 36-43.

[3] Penned by Presiding Judge Jansen R. Rodriguez, CA rollo, pp. 44-49.

[4] CA rollo, pp. 72-73.

[5] Except for this designation in the receipt, the building where the leased cubicles are located is referred to in the records as Roferxane Bldg.

[6] CA rollo, pp. 99, 102, 103.

[7] Id. at 48-49.

[8] Id. at 42.

[9] Rollo, p. 55.

[10] A.M. No. RTJ-92-876, September 19, 1994, 236 SCRA 505, 521-522.

[11] Emphasis supplied.

[12] G.R. No. 152392, May 26, 2005, 459 SCRA 147, 162.

[13] CA rollo, p. 40.

[14] Supra note 6.

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