ANNABELLE DELA PEÑA AND ADRIAN VILLAREAL, PETITIONERS, VS. THE COURT OF APPEALS AND RURAL BANK OF BOLINAO, INC., RESPONDENTS.

G.R. No. 177828. February 13, 2009

Ponente: NACHURA, J.

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NACHURA, J.:

This petition for review on certiorari filed by petitioners Annabelle dela Peña and Adrian Villareal (petitioners) seeks to nullify and set aside the October 31, 2006 Decision[1] and May 8, 2007 Resolution[2] of the Court of Appeals (CA) in CA-G.R. SP No. 91338.

On October 20, 1983, respondent Rural Bank of Bolinao, Inc. (respondent) extended a loan of Eighty-One Thousand Pesos (P81,000.00) to petitioners. The loan was evidenced by a promissory note,[3] and was payable on or before October 14, 1984.

Petitioners failed to pay their obligation in full when it became due. Demands for payment[4] were made by respondent, but these were not heeded. Consequently, respondent filed a collection case against the petitioners with the Municipal Trial Court (MTC) of Bolinao, Pangasinan, docketed as Civil Case No. 838.[5]

At the pre-trial conference set on October 17, 1995, petitioners did not appear. Consequently, upon motion by respondent, petitioners were declared as in default, and respondent was allowed to present its evidence ex parte.

On November 2, 1995, the MTC rendered a Decision[6] decreeing that:

> WHEREFORE, the Court hereby renders judgment in favor of the [respondent] and against the [petitioners], to wit:
>
> - ORDERING, the [petitioners] to jointly and severally pay the [respondent] the remaining principal loan in the sum of P77,722.67 outstanding as of October 17, 1995, plus interest of 12% per annum and penalty of 3% per annum, until full payment of the principal loan thereof;
>
> - ORDERING, the [petitioners] to jointly and severally pay the [respondent] the interest due as of October 17, 1995, in the sum of P105,951.91;
>
> - ORDERING, the [petitioners] to jointly and severally pay the [respondent] the penalty due as of October 17, 1995, in the sum of P25,670.21;
>
> - ORDERING, the [petitioners] to jointly and severally pay the [respondent] the litigation expenses, in the sum of P4,500.00;
>
> - ORDERING, the [petitioners] to jointly and severally pay attorney's fees in the sum of P7,722.27;
>
> - ORDERING, the [petitioners] to jointly and severally pay the [respondent bank] the collection fees in the sum of P50.00; and

- To pay the cost of suit.

SO ORDERED. [7]

On appeal by petitioners, the Regional Trial Court (RTC) remanded the case to the MTC for further proceedings, viz.:

> This Court finds Exhibit A, which is Annex A to the complaint, as not material to the allegations in paragraph 2 of the complaint since the Promissory Note was allegedly granted on October 20, 1983 and the due date October 14, 1984. By the allegations of paragraph 2 of the complaint stating that the [petitioners] obtained a loan from the [respondent] on October 20, 1993 for P81,000.00 which was to be paid on October 20, 1984, hence, it is indeed a very great error to state in the complaint the date of October 20, 1993 as the date of the loan was obtained when the evidence shows that it was granted on October 20, 1983.
>
> WHEREFORE, in view of the foregoing, this case is ordered remanded back to the lower court for further proceedings in order to determine what was the exact date when the loan was taken from the [respondent] by the [petitioners] and the due date of such Promissory Note and for other matters. The declaration of the petitioners as in default is hereby set aside for purposes of continuation of reception of parties.
>
> IT IS SO ORDERED.[8]

After the case was remanded, respondent moved for leave to amend its complaint to conform to the promissory note.[9] The motion was granted by the MTC[10] and the amended complaint[11] was admitted. The case was then set for hearing on November 16, 2000,[12] but petitioners failed to appear, thus, respondent introduced and offered the pieces of evidence which it had earlier presented ex parte. Subsequently, on November 28, 2000, the MTC promulgated a Decision[13] reiterating in full its November 2, 1995 judgment.

Petitioners again elevated this adverse decision to the RTC. On June 14, 2001, the RTC set aside the MTC decision and remanded the case for further proceedings. In so ruling, it held that the MTC did not adhere to the RTC order to conduct further proceedings. Despite its earlier ruling setting aside the declaration of default against the petitioners, the MTC did not require petitioners to file their answer. Likewise, it did not set the case anew for pre-trial and presentation of evidence of both parties. Petitioners' failure to attend the scheduled hearing can only be construed as waiver of their right to cross-examine the witnesses, but not a waiver of their right to present evidence. The RTC declared that petitioners' right to due process had been violated when they were not given an opportunity to present countervailing evidence.[14] The dispositive portion of the decision reads:

> In view of the foregoing consideration, the Court renders judgment declaring the proceedings of the MTC of Bolinao in this case from after its admission of [respondent's] amended [complaint] as null and void; and setting aside the decision dated November 28, 2000, and ordering the remand of this case to the said Court for further proceedings by allowing the [petitioners] to file their answer to the amended complaint conducting the mandatory pre-trial conference of the parties and hearing their respective evidences before rendering decision thereon.
>
> SO ORDERED.[15]

Upon remand, respondent caused the re-service of summons upon petitioners,[16] who filed their Answer[17] on July 7, 2003. Petitioners admitted obtaining a loan from respondent bank, but alleged that they substantially paid their obligation.

On July 28, 2003, the MTC issued a notice setting the case for pre-trial on August 29, 2003.[18] However, a day before the scheduled pre-trial, petitioners moved for postponement;[19] thus, the pre-trial was reset to September 26, 2003.[20] On September 16, 2003, petitioners again moved for postponement of pre-trial,[21] which was also

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granted by the MTC. The pre-trial was again reset to November 14, 2003.[22]

On November 14, 2003, respondent appeared, but no pre-trial was held because petitioners, for the third time, moved for its postponement in a motion filed on November 11, 2003.[23] The MTC again granted the motion and rescheduled the pre-trial to December 12, 2003,[24] but again no pre-trial was held as it was further moved to January 30, 2004. On December 17, 2003, petitioners filed another motion for postponement reiterating their request to conduct pre-trial on January 30, 2004.[25]

On January 30, 2004, respondent appeared, while petitioners did not. Consequently, the MTC, upon motion of respondent, allowed the presentation of its evidence ex parte. Thereafter, on February 9, 2004, respondent filed a Motion to Render Judgment.[26]

Petitioners then filed a Motion for Reconsideration (with Motion to Set Aside Order of Default).[27] They averred that they were not able to attend the pre-trial conference on January 30, 2004 because petitioner Villareal suddenly felt weak, and petitioner Dela Peña took care of him. They were not able to inform the court that they could not make it to the pre-trial because there was no way they could immediately communicate with the court. Finally, they averred that they have a meritorious defense. Accordingly, they prayed that they be allowed to regain their standing in court.

Respondent opposed the motion. Citing Section 5, Rule 18 of the 1997 Revised Rules of Civil Procedure, respondent averred that the MTC was correct in allowing the presentation of evidence ex parte in view of petitioners' failure to appear at the pre-trial conference. It also claimed that the motion for reconsideration is already moot and academic, considering that the case had already been submitted for resolution.[28]

On March 12, 2004, the MTC issued an Order[29] denying petitioners' motion for reconsideration for lack of merit. It agreed with respondent that the motion is already moot and academic, and further declared that granting the motion would give rise to endless litigation.

On August 16, 2004, the MTC rendered a Decision[30] ordering petitioners to pay respondent bank their unpaid obligation of P77,722.67 with interest at 3% per annum, from October 17, 1995 until its full payment. Petitioners were likewise held liable for the payment of the interests and penalties due as of October 17, 1995 amounting to P105,951.91 and P25,670.21, respectively, litigation expenses of P4,500.00, attorney's fees of P7,722.27, collection fees of P50.00 and the cost of suit.

Petitioners appealed to the RTC. They objected to the form and substance of the MTC decision on the ground that it did not state the law on which its findings were based, in utter disregard of Section 1, Rule 36 of the 1997 Rules of Civil Procedure. Petitioners further claimed denial of due process, for they were not given an opportunity to present countervailing evidence.[31]

On May 25, 2005, the RTC set aside the MTC decision and remanded the case for further proceedings.[32] It declared that the assailed MTC decision was a nullity for lack of legal basis. According to the RTC, the MTC failed to clearly and distinctly state the law which was made the basis of its decision. The RTC also found that petitioners were not duly notified of the scheduled pre-trial conference as the record is bereft of proof that an order setting the case for pre-trial conference on January 30, 2004 was issued. Neither was there any order allowing the respondent to adduce evidence ex parte in view of petitioners' failure to appear on the said date. The RTC concluded that the MTC decision was issued without due process. Accordingly, the case was remanded for pre-trial conference and for presentation of evidence.

Dissatisfied with the RTC decision, respondent appealed to the CA. On October 31, 2006, the CA rendered the assailed Decision. Reversing the RTC, the CA found that petitioners had sufficient notice that the pre-trial

conference will be held on January 30, 2004 for this setting had been chosen and confirmed twice by the petitioners. According to the CA, petitioners should have appointed a representative, armed with a special power of attorney, to appear on their behalf if they could not make it to the scheduled pre-trial, especially in this case where several postponements had already been granted. It added that petitioners cannot repeatedly ask for the postponement of a pre-trial on account of their insistence to personally attend and participate in the same; otherwise, the entire proceedings would be left at the mercy and whims of a cunning litigant. Accordingly, the CA upheld the MTC in allowing the ex parte presentation of evidence, and in rendering judgment on the basis of the evidence presented.

Petitioners filed a motion for reconsideration, but the CA denied the same on May 8, 2007.

Hence, this recourse by petitioners arguing that:

> - THE COURT OF APPEALS ERRED IN REIN[S]TATING THE DECISION OF THE MUNICIPAL TRIAL COURT OF BOLINAO WHICH IS NULL AND VOID FOR FAILURE TO STATE THE LAW ON WHICH ITS FINDINGS OF FACTS ARE BASED CONTRARY TO THE REQUIREMENT UNDER SECTION 1, RULE 36 OF THE 1997 RULES OF CIVIL PROCEDURE.
>
> - THE COURT OF APPEALS ERRED WHEN IT REINSTATED THE DECISION OF THE MUNICIPAL TRIAL COURT OF BOLINAO EVEN WHEN THE LOWER COURT OMITTED AND FAILED TO ISSUE AN ORDER AFTER THE PRE-TRIAL CONFERENCE PROCEEDINGS.
>
> - THE COURT OF APPEALS' AFFIRMATION OF THE DECISION OF THE MUNICIPAL TRIAL COURT OF BOLINAO AMOUNTS TO DENIAL OF THE PETITIONERS' CONSTITUTIONAL RIGHT TO DUE PROCESS OF LAW ON MERE TECHNICALITY.[33]

Petitioners fault the CA for reversing the RTC, and for reinstating and upholding the MTC decision. Reiterating their arguments before the RTC, they assert that the MTC decision is null and void for it does not conform to the requirement of Section 14, Article VIII of the Constitution and of the Rules of Court.

Section 14, Article VIII of the 1987 Constitution directs that:

> SEC. 14. No decision shall be rendered by any court without expressing therein clearly and distinctly the facts and the law on which it is based.

Section 1, Rule 36 of the Rules of Court reflects the foregoing mandate, thus:

> SECTION 1. Rendition of judgments and final orders. - A judgment or final order determining the merits of the case shall be in writing personally and directly prepared by the judge, stating clearly and distinctly the facts and the law on which it is based, signed by him, and filed with the clerk of court.

The August 16, 2004 MTC decision reads in full:

> This is an inherited case by the undersigned Judge-Designate, filed way back in September 14, 1994.
>
> Likewise, the instant case is an off-shoot of the appealed decision of this court to the Regional Trial Court, Alaminos, Pangasinan, which remanded back in its order dated August 29, 1996 x x x.
>
> Proceedings were held whereby [respondent] moved with leave of court to amend paragraph 2 of the complaint to conform to evidence.
>
> Accordingly, the amended complaint was granted by the court during the hearing on September 18, 2000. With the admission of the amended complaint of the respondent, the case was set for hearing with due notices to [petitioners] and counsel for further reception of evidence the [respondent] may desire to adduce. On the said scheduled date of hearing, the [petitioners] and counsel did not show up in court. [Respondent], thru counsel,

re-introduced in toto the documentary evidences which they have previously presented which they then re-offered in evidence and prayed for their re-admission and thereafter rested their case. There being no more supervening facts or new documentary evidences introduced by the plaintiff in the instant case, the court deemed no necessity in having a different decision from the appealed decision of this court, except, of course maybe its change of date, so it was already wise and unmistakable to just re-write and adapt the decision of this Court dated November 2, 1995 by the then Honorable Antonio V. Tiong, Municipal Trial Judge.

From the evidence adduced by the [respondent], it has clearly been established that the [petitioners] obtained a loan from [respondent] Rural Bank of Bolinao, Inc., with office address at Poblacion, Bolinao, Pangasinan, in the sum of EIGHTY-ONE THOUSAND PESOS (P81,000.00), on October 20, 1983, as evidenced by a promissory note duly signed and executed by the herein [petitioners] spouses Annabelle dela Peña and Adrian Villareal at the place of business of the [respondent] as a banking institution in the presence of the witnesses of the [respondent], namely Cederico C. Catabay and Maximo Tiangsing who are both employees of the [respondent], that the [petitioners] have paid a part of the principal loan with a remaining outstanding balance of P77,772.67, but has from then defaulted in the last payment of the loan which has and have matured on October 14, 1984 (Exh. "A"). Accordingly, letters of demand by Mateo G. Caasi, then General Manager of the respondent Rural Bank of Bolinao, Inc., were sent by registered mail to [petitioners] at their given address but turned deaf eared (Exh. "C" & "D"); that, as a result of the utter disregard and failures of the [petitioners] in payment of their long overdue loan, the [respondent] was constrained to engage the legal services of a lawyer in the filing of the instant case for collection and has incurred litigation expenses and attorney's fees; that, together with collection fees which [respondent] is legally entitled to and the remaining unpaid balance up to the present; that the grand total amount of money the [petitioners] are obliged to pay [respondent] as of October 17, 1995, as reflected in the Statement of Account prepared and submitted by Lito C. Altezo, Bookkeeper of the [respondent] Rural Bank is Two Hundred Twenty-One Thousand Six Hundred and Sixty-Seven Pesos and Six Centavos (P221,667.06)- Exh. "B" [34]

WHEREFORE, clearly viewed in the light of all the foregoing considerations, the court hereby renders judgment in favor of the [respondent] and against the petitioners, to wit:

- Ordering the [petitioners] to pay jointly and severally the [respondent] the remaining principal (obligation) loan in the sum of P77.722.67 outstanding as of October 17, 1995, plus interest of 3% per annum, until full payment of the principal loan is made thereof;

- Ordering [petitioners] to pay jointly and severally the [respondent] the interest due as of October 17, 1995, in the sum of P105, 951.91;

- Ordering the [petitioners] to pay jointly and severally the [respondent] the penalty due as of October 17, 1995, in the sum of P25,670.21;

- Ordering the [petitioners] to pay jointly and severally the [respondent] the litigation expenses in the sum of PP4,500.00

- Ordering the [petitioners] to pay jointly and severally attorney's fees in the sum of P7,722.27;

- Ordering the [petitioners] to pay jointly and severally the [respondent] the collection fees in the sum of P50.00; and

- To pay the cost of the suit;

SO ORDERED.[35]

We agree with the petitioners that the above decision did not conform to the requirements of the Constitution and of the Rules of Court. The decision contained no reference to any legal basis in reaching its conclusions. It did not cite any legal authority or principle to support its conclusion that petitioners are liable to pay respondent the

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amount claimed including interests, penalties, attorney's fees and the costs of suit.

In Yao v. Court of Appeals,[36] we held:

> Faithful adherence to the requirements of Section 14, Article VIII of the Constitution is indisputably a paramount component of due process and fair play. It is likewise demanded by the due process clause of the Constitution. The parties to a litigation should be informed of how it was decided, with an explanation of the factual and legal reasons that led to the conclusions of the court. The court cannot simply say that judgment is rendered in favor of X and against Y and just leave it at that without any justification whatsoever for its action. The losing party is entitled to know why he lost, so he may appeal to the higher court, if permitted, should he believe that the decision should be reversed. A decision that does not clearly and distinctly state the facts and the law on which it is based leaves the parties in the dark as to how it was reached and is precisely prejudicial to the losing party, who is unable to pinpoint the possible errors of the court for review by a higher tribunal. More than that, the requirement is an assurance to the parties that, in reaching judgment, the judge did so through the processes of legal reasoning. It is, thus, a safeguard against the impetuosity of the judge, preventing him from deciding ipse dixit. Vouchsafed neither the sword nor the purse by the Constitution but nonetheless vested with the sovereign prerogative of passing judgment on the life, liberty or property of his fellowmen, the judge must ultimately depend on the power of reason for sustained public confidence in the justness of his decision.
>
> Thus, the Court has struck down as void, decisions of lower courts and even of the Court of Appeals whose careless disregard of the constitutional behest exposed their sometimes cavalier attitude not only to their magisterial responsibilities but likewise to their avowed fealty to the Constitution.
>
> Thus, we nullified or deemed to have failed to comply with Section 14, Article VIII of the Constitution, a decision, resolution or order which: contained no analysis of the evidence of the parties nor reference to any legal basis in reaching its conclusions; contained nothing more than a summary of the testimonies of the witnesses of both parties; convicted the accused of libel but failed to cite any legal authority or principle to support conclusions that the letter in question was libelous; consisted merely of one (1) paragraph with mostly sweeping generalizations and failed to support its conclusion of parricide; consisted of five (5) pages, three (3) pages of which were quotations from the labor arbiter's decision including the dispositive portion and barely a page (two [2] short paragraphs of two [2] sentences each) of its own discussion or reasonings; was merely based on the findings of another court sans transcript of stenographic notes; or failed to explain the factual and legal bases for the award of moral damages.[37]

The CA, therefore, erred in upholding the validity of and in reinstating the MTC decision.

However, we cannot grant petitioners' plea to reinstate the RTC decision remanding the case to the MTC for further proceedings. Jurisprudence dictates that remand of a case to a lower court does not follow if, in the interest of justice, the Supreme Court itself can resolve the dispute based on the records before it.

As a rule, remand is avoided in the following instances: (a) where the ends of justice would not be subserved by a remand; or (b) where public interest demands an early disposition of the case; or (c) where the trial court had already received all the evidence presented by both parties, and the Supreme Court is in a position, based upon said evidence, to decide the case on its merits. [38]

Petitioners plead for a remand of their case to the MTC on ground that they were denied due process. They claim that they were not given an opportunity to present countervailing evidence.

The argument does not persuade.

We perused the record of the case and we failed to see the lack of due process claimed by the petitioners. On the contrary, petitioners had been afforded more than what is due them. This case was remanded to the MTC twice to

give petitioners an opportunity to be heard. Lest it be forgotten, petitioners were first declared as in default on October 17, 1995 for their failure to appear at the pre-trial conference. The MTC thereafter rendered judgment in favor of the respondent. However, on appeal, the RTC set aside the judgment and remanded the case for further proceedings. Upon remand, the MTC set the case for hearing, but again petitioners failed to appear at the scheduled hearing. Accordingly, respondent was allowed to present its evidence ex parte, and a judgment in favor of the respondent was issued. But again on appeal, the RTC set aside the MTC decision and remanded the case, for the second time, to the MTC, to give petitioners ample opportunity to present countervailing evidence. Upon remand, respondent caused the re-service of summons to petitioners, who filed their answer to the complaint. When the case was set for pre-trial conference, petitioners repeatedly moved for its postponement; and despite several postponements, petitioners still failed to appear at the pre-trial conference set on January 30, 2004.

Clearly, petitioners abused the legal processes, effectively defeating the justice which had long been denied the respondent. We note that this case was filed on September 13, 1994, and petitioners, through legal maneuverings, managed to delay its resolution. To date, this simple collection suit has been pending for more than fourteen (14) years. We will not countenance this patent flouting of the law and the rules by petitioners and counsel. Accordingly, we will now resolve the case based on the evidence before us.

Petitioners did not deny or question the authenticity and due execution of the promissory note. They, however, offered the defense that the loan obligation covered by the promissory note had already been paid.

Jurisprudence is replete with rulings that in civil cases, the party who alleges a fact has the burden of proving it. Burden of proof is the duty of a party to present evidence of the facts in issue necessary to prove the truth of his claim or defense by the amount of evidence required by law.[39] Thus, a party who pleads payment as a defense has the burden of proving that such payment has, in fact, been made. When the plaintiff alleges nonpayment, still, the general rule is that the burden rests on the defendant to prove payment, rather than on the plaintiff to prove nonpayment.[40]

In Alonzo v. San Juan,[41] we held that the receipts of payment, although not exclusive, are deemed the best evidence of the fact of payment. In this case, no receipt was presented to substantiate the claim of payment as petitioners did not take advantage of all the opportunities to present their evidence in the proceedings a quo. Not even a photocopy of the alleged proof of payment was appended to their answer. Verily, petitioners failed to discharge the burden. Accordingly, we reject their defense of payment.

By signing the promissory note, petitioners acknowledged receipt of the loan amounting to P81,000.00, and undertook to pay the same, plus interest and penalty, on or before October 14, 1984.

Records show that as of October 17, 1995, petitioners' unpaid obligation under the note is P77,722.67,[42] excluding interest of 12% per annum, penalty charge of 3% per annum, and attorney's fees, which they bound themselves to pay under the note.[43]

As we held in Sierra v. Court of Appeals,[44] and recently in Henry dela Rama Co v. Admiral United Savings Bank:[45]

> A promissory note is a solemn acknowledgment of a debt and a formal commitment to repay it on the date and under the conditions agreed upon by the borrower and the lender. A person who signs such an instrument is bound to honor it as a legitimate obligation duly assumed by him through the signature he affixes thereto as a token of his good faith. If he reneges on his promise without cause, he forfeits the sympathy and assistance of this Court and deserves instead its sharp repudiation.

Thus, petitioners cannot renege on their commitment to pay their obligation, including interest and penalty, to the

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respondent.

WHEREFORE, the petition is DENIED. Petitioners Annabelle dela Peña and Adrian Villareal are ordered, jointly and severally, to pay respondent Rural Bank of Bolinao, Inc. P77,722.67, with interest at 12% per annum and penalty charge of 3% per annum from October 14, 1984 until the loan is fully paid. In addition, petitioners are adjudged liable to pay respondent P40,000.00, as attorney's fees.

SO ORDERED.

Ynares-Santiago, (Chairperson), Austria-Martinez, Chico-Nazario, and Leonardo-De Castro,[*] JJ., concur.

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[*] Per Raffle dated July 30, 2008.

[1] Penned by Presiding Justice Ruben T. Reyes (a retired member of this Court), with Associate Justices Juan Q. Enriquez, Jr. and Vicente S.E. Veloso, concurring, rollo, pp. 19-41.

[2] Id. at 46.

[3] Records, p. 5.

[4] Id. at 53-54.

[5] Id. at 1-3.

[6] Id. at 60-62.

[7] Id. at 62.

[8] Id. at 103.

[9] Id. at 113-114.

[10] Id. at 149.

[11] Id. at 115-119.

[12] Id. at 150.

[13] Id. at 154-158.

[14] Id. at 211-217.

[15] Id. at 217.

[16] Id. at 228.

[17] Id. at 243-244.

[18] Id. at 254.

[19] Id. at 259.

[20] Id. at 256.

[21] Id. at 265.

[22] Id. at 267.

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[23] See Order dated November 14, 2003, id. at 271.

[24] Id.

[25] Records, pp. 278-279.

[26] Id. at 283-284.

[27] Id. at 285-288.

[28] Id. at 291-292.

[29] Id. at 293-294.

[30] Id. at 299-300.

[31] Id. at 320-335.

[32] Id. at 348-351.

[33] Rollo, p. 11.

[34] Id. at 82.

[35] Records, pp. 299- 300.

[36] 398 Phil. 86 (2000).

[37] Id. at 105-106.

[38] Rizza Lao @ Nerissa Laping v. People of the Philippines, G.R. No. 159404, June 27, 2008.

[39] RULES OF COURT, Rule 131, Sec 1.

[40] See Bulos, Jr. v. Yasuma, G.R. No. 164159, July 17, 2007, 527 SCRA 727, 739; Alonzo v. San Juan, G.R. No. 137549, February 11, 2005, 451 SCRA 45, 55-56.

[41] Supra.

[42] See Statement of Account, records, p. 55.

[43] Records, p. 5

[44] G. R. No. 90270, July 24, 1992, 211 SCRA 785, 795.

[45] G.R. No. 154740, April 16, 2008.

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