

DANIEL T. SO, PETITIONER, VS. FOOD FEST LAND, INC. RESPONDENT

G.R. No. 183628. February 09, 2011

Ponente: CARPIO MORALES, J.

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CARPIO MORALES, J.:

For resolution is the Motion for Reconsideration and Clarification of Daniel T. So (So) from the Court's Decision of April 14, 2010 in these consolidated cases which disposed as follows:

Per Raffle dated June 2, 2010.

WHEREFORE, the Court of Appeals Decision of April 18, 2008 is AFFIRMED with MODIFICATION. Food Fest is ORDERED to pay So liquidated damages in the amount equivalent to 25% of the total sum due and demandable. Further, So is ORDERED to pay attorney's fees in the amount equivalent to 25% of the total sum due and demandable. In all other respects, the decision is AFFIRMED.

SO ORDERED, (emphasis in the original; underscoring supplied)

After passing on the arguments raised in the Motion for Reconsideration, the Court finds no cogent reason to disturb the Court's Decision.

Clarification is in order, however, respecting the second paragraph of the above-quoted dispositive portion of the Decision which ordered So to pay attorney's fees in the amount equivalent to 25% of the total sum due and demandable. The relevant portion of this Court's Decision - basis of the order reads:

This Court notes that the appellate court did not award liquidated damages in contravention of the contract. As for the appellate court's award of P20,000.00 as attorney's fees, the contractual stipulation should prevail, (underscoring supplied)

The relevant portion of the Lease Contract between So and Food Fest provides:

23.1. Should LESSOR[-So] be compelled to seek judicial relief against LESSEE the latter shall, in addition to any other claim for damages pay as liquidated damages to LESSOR[-So] an amount equivalent to twenty-five percent (25%) of the amount due, but in no case less than P500.00: and an attorney's fee in the amount equivalent to 25% of the amount claimed but in no case less than P3,000.00 as well as all expenses of litigation.[1] (underscoring supplied)

The general rule is that where there is a conflict between the dispositive portion or the fallo and the body of the decision, the fallo controls. This rule rests on the theory that the fallo is the final order while the opinion in the body is merely a statement ordering nothing. However, where the inevitable conclusion from the body of the decision is so clear as to show that there was a mistake in the dispositive portion, the body of the decision will prevail.[2]

Given the above-quoted portion of the Decision vis-a-vis the above quoted Lease Contract between the parties, it should be Food Fest Land, Inc., as lessee, not So, the lessor, who should be ORDERED to pay attorney's fees as stipulated in the contract.

WHEREFORE, the dispositive portion of the Court's Decision of April 14, 2010 is AMENDED to read as follows:

WHEREFORE, the Court of Appeals Decision of April 18, 2008 is AFFIRMED with MODIFICATION.

Food Fest is ORDERED to pay So liquidated damages in the amount equivalent to 25% of the total sum due and demandable. Further, Food Fest is ORDERED to pay So attorney's fees in the amount equivalent to 25% of the total sum due and demandable. In all other respects, the decision is AFFIRMED.

SO ORDERED.

SO ORDERED.

Leonardo-De Castro, Peralta,[*] Bersamin, and Villarama, Jr., JJ., concur.

[*]Per raffle dated June 2, 2010.

[1] CA rollo, p. 42

[2] Asian Center for Career and Employment System and Services, Inc. v. NLRC, G.R. No. 131656, October 12, 1998, 297 SCRA 727.

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