

ST. MARTIN POLYCLINIC, INC., PETITIONER, V. LWV CONSTRUCTION CORPORATION, RESPONDENT.*G.R. No. 217426. December 04, 2017*

Ponente: PERLAS-BERNABE, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-217426/>**PERLAS-BERNABE, J.:**

Assailed in this petition for review on certiorari[1] are the Decision[2] dated July 11, 2014 and the Resolution[3] dated February 27, 2015 of the Court of Appeals (CA) in CA-G.R. SP No. 125451, which affirmed with modification the Decision[4] dated December 15, 2011 and the Order dated May 25, 2012 of the Regional Trial Court of Mandaluyong City, Branch 211 (RTC) in SCA Case No. MC11-879 (Civil Case No. 21881), and thereby ordered herein petitioner St. Martin Polyclinic, Inc. (petitioner) to pay respondent LWV Construction Corporation (respondent) temperate damages in the amount of P50,000.00.

The Facts

Respondent is engaged in the business of recruiting Filipino workers for deployment to Saudi Arabia.[5] On the other hand, petitioner is an accredited member of the Gulf Cooperative Council Approved Medical Centers Association (GAMCA) and as such, authorized to conduct medical examinations of prospective applicants for overseas employment.[6]

On January 10, 2008, respondent referred prospective applicant Jonathan V. Raguindin (Raguindin) to petitioner for a pre-deployment medical examination in accordance with the instructions from GAMCA.[7] After undergoing the required examinations, petitioner cleared Raguindin and found him "fit for employment," as evidenced by a Medical Report[8] dated January 11, 2008 (Medical Report).[9]

Based on the foregoing, respondent deployed Raguindin to Saudi Arabia, allegedly incurring expenses in the amount of P84,373.41.[10] Unfortunately, when Raguindin underwent another medical examination with the General Care Dispensary of Saudi Arabia (General Care Dispensary) on March 24, 2008, he purportedly tested positive for HCV or the hepatitis C virus. The Ministry of Health of the Kingdom of Saudi Arabia (Ministry of Health) required a re-examination of Raguindin, which the General Care Dispensary conducted on April 28, 2008.[11] However, the results of the re-examination remained the same, i.e., Raguindin was positive for HCV, which results were reflected in a Certification[12] dated April 28, 2008 (Certification). An undated HCV Confirmatory Test Report[13] likewise conducted by the Ministry of Health affirmed such finding, thereby leading to Raguindin's repatriation to the Philippines.[14]

Claiming that petitioner was reckless in issuing its Medical Report stating that Raguindin is "fit for employment" when a subsequent finding in Saudi Arabia revealed that he was positive for HCV, respondent filed a Complaint[15] for sum of money and damages against petitioner before the Metropolitan Trial Court of Mandaluyong City, Branch 60 (MeTC). Respondent essentially averred that it relied on petitioner's declaration and incurred expenses as a consequence. Thus, respondent prayed for the award of damages in the amount of P84,373.41 representing the expenses it incurred in deploying Raguindin abroad.[16]

In its Answer with compulsory counterclaim,[17] petitioner denied liability and claimed that: first, respondent was not a proper party in interest for lack of privity of contract between them; second, the MeTC had no jurisdiction over the case as it involves the interpretation and implementation of a contract of employment; third, the action is premature as Raguindin has yet to undergo a post-employment medical examination following his repatriation; and fourth, the complaint failed to state a cause of action as the Medical Report issued by petitioner had already expired on April 11, 2008, or three (3) months after its issuance on January 11, 2008.[18]

The MeTC Ruling

In a Decision[19] dated December 17, 2010, the MeTC rendered judgment in favor of respondent and ordered petitioner to pay the amount of P84,373.41 as actual damages, P20,000.00 as attorney's fees, and the costs of suit.[20]

At the onset, the MeTC held that it had jurisdiction over the case, since respondent was claiming actual damages incurred in the deployment of Raguindin in the amount of P84,373.41.[21] It further ruled that respondent was a real party in interest, as it would not have incurred expenses had petitioner not issued the Medical Report certifying that Raguindin was fit to work.

On the merits, the MeTC found that respondent was entitled to be informed accurately of the precise condition of Raguindin before deploying the latter abroad and consequently, had sustained damage as a result of the erroneous certification.[22] In this relation, it rejected petitioner's contention that Raguindin may have contracted the disease after his medical examination in the Philippines up to the time of his deployment, there being no evidence offered to corroborate the same.[23]

Aggrieved, petitioner appealed to the RTC, contending,[24] among others, that respondent failed to comply with the requirements on the authentication and proof of documents under Section 24,[25] Rule 132 of the Rules of Court, considering that respondent's evidence, particularly the April 28, 2008 Certification issued by the General Care Dispensary and the HCV Confirmatory Test Report issued by the Ministry of Health, are foreign documents issued in Saudi Arabia.

The RTC Ruling

In a Decision[26] dated December 15, 2011, the RTC dismissed petitioner's appeal and affirmed the MeTC Decision in its entirety.[27] Additionally, the RTC pointed out that petitioner can no longer change the theory of the case or raise new issues on appeal, referring to the latter's argument on the authentication of respondent's documentary evidence.[28]

Petitioner's motion for reconsideration[29] was denied in an Order[30] dated May 25, 2012. Dissatisfied, petitioner elevated the case to the CA.[31]

The CA Ruling

In a Decision[32] dated July 11, 2014, the CA affirmed the RTC Decision, with the modification deleting the award of actual damages and instead, awarding temperate damages in the amount of P50,000.00.[33]

The CA held that petitioner failed to perform its duty to accurately diagnose Raguindin when it issued its Medical Report declaring the latter "fit for employment", considering that he was subsequently found positive for HCV in Saudi Arabia.[34] Further, the CA opined that the Certification issued by the General Care Dispensary is not a public document and in such regard, rejected petitioner's argument that the same is inadmissible in evidence for not having been authenticated. Moreover, it remarked that petitioner's own Medical Report does not enjoy the presumption of regularity as petitioner is merely an accredited clinic.[35] Finally, the CA ruled that petitioner

could not disclaim liability on the ground that Raguindin tested positive for HCV in Saudi Arabia after the expiration of the Medical Report on April 11, 2008, noting that the General Care Dispensary issued its Certification on April 28, 2008, or a mere seventeen (17) days from the expiration of petitioner's Medical Report.[36] Hence, the CA concluded that "it is contrary to human experience that a newly-deployed overseas worker, such as Raguindin, would immediately contract a serious virus at the very beginning of a deployment." [37]

However, as the records are bereft of evidence to show that respondent actually incurred the amount of P84,373.41 as expenses for Raguindin's deployment, the CA deleted the award of actual damages and instead, awarded temperate damages in the amount of P50,000.00.[38]

Aggrieved, petitioner filed a motion for partial reconsideration,[39] which the CA denied in a Resolution[40] dated February 27, 2015; hence, this petition.

The Issue Before the Court

The essential issue advanced for the Court's resolution is whether or not petitioner was negligent in issuing the Medical Report declaring Raguindin "fit for employment" and hence, should be held liable for damages.

The Court's Ruling

The petition is granted.

I.

At the outset, it should be pointed out that a re-examination of factual findings cannot be done acting on a petition for review on certiorari because the Court is not a trier of facts but reviews only questions of law.[41] Thus, in petitions for review on certiorari, only questions of law may generally be put into issue. This rule, however, admits of certain exceptions, such as "when the inference made is manifestly mistaken, absurd or impossible"; or "when the findings are conclusions without citation of specific evidence on which they are based." [42] Finding a confluence of certain exceptions in this case, the general rule that only legal issues may be raised in a petition for review on certiorari under Rule 45 of the Rules of Court would not apply, and the Court retains the authority to pass upon the evidence presented and draw conclusions therefrom.[43]

II.

An action for damages due to the negligence of another may be instituted on the basis of Article 2176 of the Civil Code, which defines a quasi-delict:

Article 2176. Whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict and is governed by the provisions of this Chapter.

The elements of a quasi-delict are: (1) an act or omission; (2) the presence of fault or negligence in the performance or non-performance of the act; (3) injury; (4) a causal connection between the negligent act and the injury; and (5) no pre-existing contractual relation.[44]

As a general rule, any act or omission coming under the purview of Article 2176 gives rise to a cause of action under quasi-delict. This, in turn, gives the basis for a claim of damages.[45] Notably, quasi-delict is one among several sources of obligation. Article 1157 of the Civil Code states:

Article 1157. Obligations arise from:

- (1) Law;
- (2) Contracts;
- (3) Quasi-contracts;
- (4) Acts or omissions punished by law; and
- (5) Quasi-delicts.

However, as explained by Associate Justice Marvic M.V.F. Leonen (Justice Leonen) in his opinion in *Alano v. Magud-Logmao*[46] (*Alano*), "Article 2176 is not an all-encompassing enumeration of all actionable wrongs which can give rise to the liability for damages. Under the Civil Code, acts done in violation of Articles 19, 20, and 21 will also give rise to damages." [47] These provisions - which were cited as bases by the MTC, RTC and CA in their respective rulings in this case - read as follows:

Article 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.

Article 20. Every person who, contrary to law, willfully or negligently causes damage to another, shall indemnify the latter for the same.

Article 21. Any person who willfully causes loss or injury to another in a manner that is contrary to morals, good customs, or public policy shall compensate the latter for the damage.

"[Article 19], known to contain what is commonly referred to as the principle of abuse of rights, sets certain standards which must be observed not only in the exercise of one's rights, but also in the performance of one's duties." [48] Case law states that "[w]hen 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 while Article 19 lays down a rule of conduct for the government of human relations and for the maintenance of social order, it does not provide a remedy for its violation. Generally, an action for damages under either Article 20 or Article 21 would [then] be proper." [49] Between these two provisions as worded, it is Article 20 which applies to both willful and negligent acts that are done contrary to law. On the other hand, Article 21 applies only to willful acts done *contra bonos mores*. [50]

In the *Alano* case, Justice Leonen aptly elaborated on the distinctive applications of Articles 19, 20 and 21, which are general provisions on human relations, vis-a-vis Article 2176, which particularly governs quasi-delicts:

Article 19 is the general rule which governs the conduct of human relations. By itself, it is not the basis of an actionable tort. Article 19 describes the degree of care required so that an actionable tort may arise when it is alleged together with Article 20 or Article 21.

Article 20 concerns violations of existing law as basis for an injury. It allows recovery should the act have been willful or negligent. Willful may refer to the intention to do the act and the desire to achieve the outcome which is considered by the plaintiff in tort action as injurious. Negligence may refer to a situation where the act was consciously done but without intending the result which the plaintiff considers as injurious.

Article 21, on the other hand, concerns injuries that may be caused by acts which are not necessarily proscribed by law. This article requires that the act be willful, that is, that there was an intention to do the act and a desire to achieve the outcome. In cases under Article 21, the legal issues revolve around whether such outcome should be considered a legal injury on the part of the plaintiff or whether the commission of the act was done in violation of the standards of care required in Article 19.

Article 2176 covers situations where an injury happens through an act or omission of the defendant. When it involves a positive act, the intention to commit the outcome is irrelevant. The act itself must not be a breach of an existing law or a pre-existing contractual obligation. What will be considered is whether there is "fault or

negligence" attending the commission of the act which necessarily leads to the outcome considered as injurious by the plaintiff. The required degree of diligence will then be assessed in relation to the circumstances of each and every case.[51] (Emphases and underscoring supplied)

Thus, with respect to negligent acts or omissions, it should therefore be discerned that Article 20 of the Civil Code concerns "violations of existing law as basis for an injury", whereas Article 2176 applies when the negligent act causing damage to another does not constitute "a breach of an existing law or a pre-existing contractual obligation."

In this case, the courts a quo erroneously anchored their respective rulings on the provisions of Articles 19, 20, and 21 of the Civil Code. This is because respondent did not proffer (nor have these courts mentioned) any law as basis for which damages may be recovered due to petitioner's alleged negligent act. In its amended complaint, respondent mainly avers that had petitioner not issue a "fit for employment" Medical Report to Raguindin, respondent would not have processed his documents, deployed him to Saudi Arabia, and later on - in view of the subsequent findings that Raguindin was positive for HCV and hence, unfit to work - suffered actual damages in the amount of P84,373.41.[52] Thus, as the claimed negligent act of petitioner was not premised on the breach of any law, and not to mention the incontestable fact that no pre-existing contractual relation was averred to exist between the parties, Article 2176 - instead of Articles 19, 20 and 21 - of the Civil Code should govern.

III.

Negligence is defined as the failure to observe for the protection of the interests of another person, that degree of care, precaution and vigilance which the circumstances justly demand, whereby such other person suffers injury.[53]

As early as the case of *Picart v. Smith*,[54] the Court elucidated that "the test by which to determine the existence of negligence in a particular case is: Did the defendant in doing the alleged negligent act use that reasonable care and caution which an ordinarily prudent person would have used in the same situation? If not, then he is guilty of negligence." [55] Corollary thereto, the Court stated that "[t]he question as to what would constitute the conduct of a prudent man in a given situation must of course be always determined in the light of human experience and in view of the facts involved in the particular case. Abstract speculation cannot here be of much value x x x: Reasonable men govern their conduct by the circumstances which are before them or known to them. They are not, and are not supposed to be, omniscient of the future. Hence[,] they can be expected to take care only when there is something before them to suggest or warn of danger." [56]

Under our Rules of Evidence, it is disputably presumed that a person takes ordinary care of his concerns and that private transactions have been fair and regular.[57] In effect, negligence cannot be presumed, and thus, must be proven by him who alleges it.[58] In *Huang v. Philippine Hoteliers, Inc.*: [59]

[T]he negligence or fault should be clearly established as it is the basis of her action. The burden of proof is upon [the plaintiff]. Section 1, Rule 131 of the Rules of Court provides that "burden of proof is the duty of a party to present evidence on the facts in issue necessary to establish his claim or defense by the amount of evidence required by law." It is then up for the plaintiff to establish his cause of action or the defendant to establish his defense. Therefore, if the plaintiff alleged in his complaint that he was damaged because of the negligent acts of the defendant, he has the burden of proving such negligence. It is even presumed that a person takes ordinary care of his concerns. The quantum of proof required is preponderance of evidence.[60] (Emphasis and underscoring supplied)

The records of this case show that the pieces of evidence mainly relied upon by respondent to establish petitioner's negligence are: (a) the Certification[61] dated April 28, 2008; and (b) the HCV Confirmatory Test

Report.[62] However, these issuances only indicate the results of the General Care Dispensary and Ministry of Health's own medical examination of Raguindin finding him to be positive for HCV. Notably, the examination conducted by the General Care Dispensary, which was later affirmed by the Ministry of Health, was conducted only on March 24, 2008, or at least two (2) months after petitioner issued its Medical Report on January 11, 2008. Hence, even assuming that Raguindin's diagnosis for HCV was correct, the fact that he later tested positive for the same does not convincingly prove that he was already under the same medical state at the time petitioner issued the Medical Report on January 11, 2008. In this regard, it was therefore incumbent upon respondent to show that there was already negligence at the time the Medical Report was issued, may it be through evidence that show that standard medical procedures were not carefully observed or that there were already palpable signs that exhibited Raguindin's unfitness for deployment at that time. This is hardly the case when respondent only proffered evidence which demonstrate that months after petitioner's Medical Report was issued, Raguindin, who had already been deployed to Saudi Arabia, tested positive for HCV and as such, was no longer "fit for employment".

In fact, there is a reasonable possibility that Raguindin became exposed to the HCV only after his medical examination with petitioner on January 11, 2008. Based on published reports from the World Health Organization, HCV or the hepatitis C virus causes both acute and chronic infection. Acute HCV infection is usually asymptomatic,[63] and is only very rarely associated with life-threatening diseases. The incubation period[64] for HCV is two (2) weeks to six (6) months, and following initial infection, approximately 80% of people do not exhibit any symptoms.[65] Indisputably, Raguindin was not deployed to Saudi Arabia immediately after petitioner's medical examination and hence, could have possibly contracted the same only when he arrived thereat. In light of the foregoing, the CA therefore erred in holding that "[h]ad petitioner more thoroughly and diligently examined Raguindin, it would likely have discovered the existence of the HCV because it was contrary to human experience that a newly-deployed overseas worker, such as Raguindin, would immediately have contracted the disease at the beginning of his deployment"[66]

While petitioner's Medical Report indicates an expiration of April 11, 2008, the Court finds it fitting to clarify that the same could not be construed as a certified guarantee coming from petitioner that Raguindin's medical status at the time the report was issued on January 11, 2008 (i.e., that he was fit for employment) would remain the same up until that date (i.e., April 11, 2008). As earlier intimated, the intervening period could very well account for a number of variables that could have led to a change in Raguindin's condition, such as his deployment to a different environment in Saudi Arabia. If at all, the expiration date only means that the Medical Report is valid - and as such, could be submitted - as a formal requirement for overseas employment up until April 11, 2008; it does not, by any means, create legal basis to hold the issuer accountable for any intervening change of condition from the time of issuance up until expiration. Truly, petitioner could not be reasonably expected to predict, much less assure, that Raguindin's medical status of being fit for employment would remain unchanged. Thus, the fact that the Medical Report's expiration date of April 11, 2008 was only seventeen (17) days away from the issuance of the General Care Dispensary's April 28, 2008 Certification finding Raguindin positive for HCV should not - as it does not - establish petitioner's negligence.

IV.

At any rate, the fact that Raguindin tested positive for HCV could not have been properly established since the courts a quo, in the first place, erred in admitting and giving probative weight to the Certification of the General Care Dispensary, which was written in an unofficial language. Section 33, Rule 132 of the Rules of Court states that:

Section 33. Documentary evidence in an unofficial language. - Documents written in an unofficial language shall not be admitted as evidence, unless accompanied with a translation into English or Filipino. To avoid

interruption of proceedings, parties or their attorneys are directed to have such translation prepared before trial.[67]

A cursory examination of the subject document would reveal that while it contains English words, the majority of it is in an unofficial language. Sans any translation in English or Filipino provided by respondent, the same should not have been admitted in evidence; thus their contents could not be given probative value, and deemed to constitute proof of the facts stated therein.

Moreover, the due execution and authenticity of the said certification were not proven in accordance with Section 20, Rule 132 of the Rules of Court:

Section 20. Proof of private document. - Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

(a)

By anyone who saw the document executed or written; or

(b)

By evidence of the genuineness of the signature or handwriting of the maker.

(c)

Any other private document need only be identified as that which it is claimed to be.

Notably, the foregoing provision applies since the Certification does not fall within the classes of public documents under Section 19, Rule 132 of the Rules of Court[68] - and hence, must be considered as private. It has been settled that an unverified and unidentified private document cannot be accorded probative value.[69] In addition, case law states that "since a medical certificate involves an opinion of one who must first be established as an expert witness, it cannot be given weight or credit unless the doctor who issued it is presented in court to show his qualifications. It is precluded because the party against whom it is presented is deprived of the right and opportunity to cross-examine the person to whom the statements or writings are attributed. Its executor or author should be presented as a witness to provide the other party to the litigation the opportunity to question its contents. Being mere hearsay evidence, failure to present the author of the medical certificate renders its contents suspect and of no probative value,"[70] as in this case.

Similarly, the HCV Confirmatory Test Report issued by the Ministry of Health of Saudi Arabia should have also been excluded as evidence. Although the same may be considered a public document, being an alleged written official act of an official body of a foreign country,[71] the same was not duly authenticated in accordance with Section 24,[72] Rule 132 of the Rules of Court. While respondent provided a translation[73] thereof from the National Commission on Muslim Filipinos, Bureau of External Relations, Office of the President, the same was not accompanied by a certificate of the secretary of the embassy or legation, consul-general, consul, vice-consul, or consular agent or any officer in the foreign service of the Philippines stationed in Saudi Arabia, where the record is kept, and authenticated by the seal of his office.[74]

To be sure, petitioner - contrary to respondent's contention[75] - has not changed its theory of the case by questioning the foregoing documents. As petitioner correctly argued, it merely amplified its defense[76] that it is not liable for negligence when it further questioned the validity of the issuances of the General Care Dispensary and Ministry of Health. In *Limpangco Sons v. Yangco*[77], the Court explained that "[t]here is a difference x x x between a change in the theory of the case and a shifting of the incidence of the emphasis placed during the trial or in the briefs." "Where x x x the theory of the case as set out in the pleadings remains the theory throughout the

progress of the cause, the change of emphasis from one phase of the case as presented by one set of facts to another phase made prominent by another set of facts x x x does not result in a change of theory x x x".[78] In any case, petitioner had already questioned the validity of these documents in its Position Paper[79] before the MeTC.[80] Hence, there is no change of theory that would preclude petitioner's arguments on this score.

All told, there being no negligence proven by respondent through credible and admissible evidence, petitioner cannot be held liable for damages under Article 2176 of the Civil Code as above-discussed.

WHEREFORE, the petition is GRANTED. Accordingly, the Decision dated July 11, 2014 and the Resolution dated February 27, 2015 of the Court of Appeals in CA-G.R. SP No. 125451 are REVERSED and SET ASIDE, and a NEW ONE is entered, DISMISSING the complaint of respondent LWV Construction Corporation for lack of merit.

SO ORDERED.

Carpio (Chairperson), Peralta, Caguioa, and Reyes, Jr., JJ., concur.

[1] Rollo, pp. 7-27.

[2] Id. at 28-37. Penned by Associate Justice Jane Aurora C. Lantion with Associate Justices Vicente S.E. Veloso and Nina G. Antonio-Valenzuela concurring.

[3] Id. at 47-48.

[4] CA rollo, pp. 34-40. Penned by Presiding Judge Ofelia L. Calo.

[5] Rollo, p. 29.

[6] Id.

[7] See CA rollo, p. 68. See also Referral Slip for Medical Examination; id. at 73.

[8] Id. at 74.

[9] Id. at 69.

[10] Id.

[11] Id. at 69-70.

[12] Id. at 75.

[13] Id. at 76.

[14] See id. at 70.

[15] See Amended Complaint dated December 2, 2008; id. at 68-72.

[16] Id. at 70-71.

[17] Dated February 1, 2010; id. at 84-89.

[18] Id. at 85-86.

[19] Id. at 113-117. Penned by Assisting Judge Bonifacio S. Pascua.

[[20]] Id. at 117.

[21] Id. at 116.

[22] Id. at 117.

[23] Id.

[24] See Memorandum dated July 12, 2011; id. at 118-132.

[25] Section 24. Proof of official record. - The record of public documents referred to in paragraph (a) of section 19, when admissible for any purpose, may be evidenced by an official publication thereof or by a copy attested by the officer having the legal custody of the record, or by his deputy, and accompanied, if the record is not kept in the Philippines, with a certificate that such officer has the custody. If the office in which the record is kept is in a foreign country, the certificate may be made by a secretary of the embassy or legation, consul-general, consul, vice-consul, or consular agent or by any officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, and authenticated by the seal of his office.

[26] CA rollo, pp. 34-40.

[27] Id. at 40.

[28] See id. at 38.

[29] Dated February 15, 2012. Id. at 141-148.

[30] Id. at 41-42.

[31] See Petition for review dated July 19, 2012; id. at 6-33.

[32] Rollo, pp. 28-37.

[33] Id. at 36-37.

[34] Id. at 34.

[35] Id. at 34-35.

[36] Id. at 35

[37] Id.

[38] See id. at 36.

[39] Dated August 18, 2014. Id. at 38-46.

[40] Id. at 47-48.

[41] *Maersk-Filipinas Crewing, Inc. v. Vestruz*, 754 Phil. 307, 317 (2015), citing *Jao v. BCC Products Sales, Inc.*, 686 Phil. 36, 41 (2012).

[42] *New City Builders, Inc. v. NLRC*, 499 Phil. 207, 213 (2005).

[43] *Maersk-Filipinas Crewing, Inc. v. Vestruz*, supra note 41 at 317-318.

[44] See *Garcia, Jr. v. Salvador*, 547 Phil. 463, 470 (2007)

[45] See Concurring Opinion of Justice Leonen in *Alano v. Magud-Logmao*, 731 Phil. 407, 430 (2014).

[46] Id.

[47] Id.

[48] *Globe Mackay Cable and Radio Corporation v. CA*, 257 Phil. 783, 788 (1989).

[49] Id. at 784.

[50] "Article 21 refers to acts contra bonos mores and has the following elements: (1) an act which is legal; (2) but which is contrary to morals, good custom, public order or public policy; and (3) is done with intent to injure." (*Mata v. Agravante*, 583 Phil. 64, 70 [2008])

[51] *Alano v. Magud-Logmao*, supra note 45 at 433-434.

[52] CA rollo, p. 70.

[53] *Mendoza v. Spouses Gomez*, 736 Phil. 460, 474 (2014); citation omitted.

[54] 37 Phil. 809 (1918).

[55] Id. at 83.

[56] Id.

[57] See Revised Rules of Evidence, Rule 131, Section 3 (p).

[58] See *Samsung Construction Company of the Philippines, Inc. v. Far East Bank and Trust Company*, 480 Phil. 39, 58 (2004); citations omitted.

[59] 700 Phil. 327 (2012).

[60] Id. at 358-359; citations omitted.

[61] CA rollo, p. 75.

[62] Id. at 76.

[63] Asymptomatic has been defined as "without symptoms; providing no subjective evidence of existence" (see < <https://www.collinsdictionary.com/dictionary/english/asymptomatic> > [visited October 26, 2017]) or "having or showing no symptoms of disease" (see < <https://www.merriam-webster.com/dictionary/asymptomatic> > [visited October 26, 2017]).

[64] Incubation period has been defined as "the time between exposure to an infectious disease and the appearance of the first signs or symptoms" (see < <https://www.collinsdictionary.com/dictionary/english/incubation-period> > [visited October 26, 2017]) or "the period between the infection of an individual by a pathogen and the manifestation of the illness or disease it causes" (see < <https://www.merriam-webster.com/dictionary/incubation%20period> > [visited October 26, 2017]).

[65] World Health Organization Fact Sheet on Hepatitis C, updated July 2017; see < <http://www.who.int/mediacentre/factsheets/fs164/en/> > (visited October 26, 2017). Emphasis supplied.

[66] Id.

[67] Emphasis and underscoring supplied.

[68] Public documents are:

- (a) The written official acts, or records of the official acts of the sovereign authority, official bodies and tribunals, and public officers, whether of the Philippines, or of a foreign country;
- (b) Documents acknowledged before a notary public except last wills and testaments; and
- (c) Public records, kept in the Philippines, of private documents required by law to be entered therein. All other writings are private.

[69] Huang v. Philippine Hoteliers, Inc., supra note 59 at 367.

[70] Id. See also Maritime Factors, Inc. v. Hindang, 675 Phil. 587 (2011).

[71] Rollo, p. 12.

[72] Section 24. Proof of official record. - The record of public documents referred to in paragraph (a) of section 19, when admissible for any purpose, may be evidenced by an official publication thereof or by a copy attested by the officer having the legal custody of the record, or by his deputy, and accompanied, if the record is not kept in the Philippines, with a certificate that such officer has the custody. If the office in which the record is kept is in a foreign country, the certificate may be made by a secretary of the embassy or legation, consul-general, consul, vice-consul, or consular agent or by any officer in the foreign service of the Philippines stationed in the foreign country in which the record is kept, and authenticated by the seal of his office.

[73] CA rollo, p. 254.

[74] See rollo, pp. 13-14.

[75] See Explanation to Show Cause and Comment dated January 27, 2017; id. at 65-70.

[76] See id. at 87-88.

[77] 34 Phil. 597 (1916).

[78] Id. at 607-608.

[79] Dated October 25, 2010; CA rollo, pp. 92-96.

[80] Id. at 95.

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.