

## ALFREDO CABRAL, PETITIONER, VS. COURT OF APPEALS AND CLEMENTE BARACHINA AND SOCORRO ALCARAZ, RESPONDENTS.

*G.R. No. 50702. September 29, 1989*

Ponente: PARAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-50702/>

---

### PARAS, J.:

This certiorari proceeding questions the correctness of the Decision of the Court of Appeals dated March 30, 1979 in its CA?G.R. No. 47444-R insofar as it awarded interest of 12% per annum on the amount of P11,920.00 ordered to be refunded by petitioner to said respondents inspite of the fact (a) that there was no such award of interest in the judgment of the trial court and (b) that respondents did not appeal the omission of such award of interest. (Res. dated September 19, 1979, p. 45, Rollo)

The case filed before the Court of First Instance of Camarines Sur by Clemente Barachina and Socorro Alcaraz against Alfredo Cabral, Salome Delloro-Cabral and Policarpio Calma, Jr. was for Recovery of Sum of Money and Damages.

It appears that Alfredo Cabral and Salome Cabral together with Policarpio Calma, Jr. sold a parcel of land covered by Original Certificate of Title No. 22945 to Clemente Barachina and Socorro Alcaraz for P36,000.00. It was the condition of the sale that this amount shall be paid in installments and that P26,000.00 shall pertain to Calma and P10,000.00 to the Cabrals.

Upon the signing of the deed of sale, a check for P10,000.00 was received and encashed by the Cabrals and another sum of P1,920.00 was given to Calma.

As shown in the title, the land has an area of 14.3733 hectares. When the buyers were about to possess the land, they found that Mrs. Loreto Manubay was occupying the greater portion of the property, which upon verification by a competent surveyor, has an area of 9.8575 hectares, leaving only about four (4) hectares, contrary to what was stated in the title. The buyers therefore, desire to have the P10,000.00 paid to the Cabrals and the P1,920.00 paid to Calma returned to them inasmuch as they could not possess the land sold to them.

After trial, the court a quo rendered judgment, the dispositive portion of which reads:

"WHEREFORE, premises considered, the court directs that the sum of P11,920.00 be paid unto the plaintiffs or to this court, jointly and severally by the defendants, together with P1,000.00 spent by the plaintiffs by reason of the survey made on the property and the lawful attorney's fees which should not exceed P1,000.00 and the costs.

"SO ORDERED."

(p. 27, Rollo, p. 32, Record on Appeal)

Only the Cabrals appealed the aforesaid decision to the Court of Appeals. Their co-defendant, Policarpio, Jr. and private respondents (as plaintiffs therein) did not appeal.

On March 30, 1979, the Court of Appeals rendered its now assailed Decision, the dispositive portion of which reads:

"PREMISES CONSIDERED, judgment is hereby rendered affirming the appealed decision:

"(a) ordering defendants-appellants to pay to plaintiffs-appellees, jointly and severally the sum of P11,920.00 with interest of 12% per annum beginning February 27, 1968 until the same is fully paid;

"(b) ordering defendants-appellants to pay plaintiffs-appellees, jointly and severally, the sum of P1,000.00 for survey expenses and P1,000.00 by way of attorney's fees; and

(c) to pay the costs.

"SO ORDERED." (p. 23, Rollo)

This is how the Court of Appeals referred to its award of interest.

"On the second issue, 'whether or not, under the circumstances plaintiffs can demand the return of the amount they have paid', the subject of the sale being a piece of land covered by a Free Patent, and having been disposed within the period of five (5) years from the issuance of the decree, and therefore, the same being void ab initio, defendants-appellants acquired no title whatsoever to the money received by them, in consideration of the sale executed, thus, the obligation to refund it. (Dauan vs. Secretary of Agriculture and Natural Resources, 19 SCRA, 223). Not only should the purchase price be returned but together with it should be paid the interest thereon at the legal rate until fully paid (Castillo vs. Abalanta, 30 SCRA, 359)." (pp. 22-23, Rollo)

The Cabrals moved to reconsider the aforesaid decision but the same was denied, hence, the instant petition. It is their contention that the ruling of the Court of Appeals departs from the consistent rulings of this Court "that whenever an appeal is taken in a civil case, an appellee who has not himself appealed cannot obtain from the appellate court any affirmative relief other than the ones granted in the decision of the court." (Anunciacion del Castillo vs. Miguel del Castillo and the Hon. Court of Appeals, G.R. No. L-33186, June 27, 1988) and "that an appellee, who is not an appellant, may assign errors in his brief where his purpose is to maintain the judgment on other grounds, but he may not do so if his purpose is to have the judgment modified or reversed, for in such a case, he must appeal." (Higina Alba vs. Daniel Santander, G.R. NO. L-28409, April 15, 1988)

The case of De Lima et al. vs. Tayabas Co. et al., G.R. NO. L-35697-99 April 15, 1988, is in point. The Court of Appeals in that case awarded legal interest (although there was no award made by the lower court and the private respondents also did not appeal) in its discretion, pursuant to Art. 2210 of the Civil Code which provides -

"Interest may, in the discretion of the court, be allowed upon damages awarded for breach of contract."

There is no doubt that in the case at bar, there was a breach of contract. And, as further ruled in the case of Castillo vs. Abalayan, 30 SCRA 359, 365.

"x x x it is neither right nor fair for the homesteader to refuse to comply with his promise and, at the same time, keep the money he got in consideration thereof. Since the contract intended to be made does not exist, he has no title whatsoever to the money received by him in connection therewith, and should refund it, with interest thereon at the legal rate until fully paid. (underscoring supplied)

Also noteworthy is the case of Fores vs. Miranda, 105 Phil. 266, cited in Enecilla vs. Magsaysay, 17 SCRA 125, where this Court upheld the granting by the Court of Appeals of attorney's fees even if the respondent did not appeal from the decision of the trial court.

At any rate, this Court is inclined to adopt a liberal stance in this case as We have done in previous decisions where We have ruled that litigations should, as much as possible, be decided on their merits and not on

technicality.

We however take exception to the ruling of the Court of Appeals that the legal interest should be at 12% per annum. The same should only be at 6% per annum. Among other things, the court judgment does not refer to a loan or to a forbearance of recovery.

WHEREFORE, except for the above modification as to the rate of interest, the decision of the Court of Appeals is AFFIRMED. No pronouncement as to Costs.

**SO ORDERED.**

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

**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.