

JUAN J. SYQUIA, CORAZON C. SYQUIA, CARLOTA C. SYQUIA, CARLOS C. SYQUIA AND ANTHONY C. SYQUIA, PETITIONERS, VS. THE HONORABLE COURT OF APPEALS, AND THE MANILA MEMORIAL PARK CEMET...

G.R. No. 98695. January 27, 1993

Ponente: CAMPOS, JR., J.

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CAMPOS, JR., J.:

Herein petitioners, Juan J. Syquia and Corazon C. Syquia, Carlota C. Syquia, Carlos C. Syquia, and Anthony Syquia, were the parents and siblings, respectively, of the deceased Vicente Juan Syquia. On March 5, 1979, they filed a complaint [1] in the then Court of First Instance against herein private respondent, Manila Memorial Park Cemetery, Inc. for recovery of damages arising from breach of contract and/or quasi-delict. The trial court dismissed the complaint.

The antecedent facts, as gathered by the respondent court, are as follows:

“On March 5, 1979, Juan, Corazon, Carlota and Anthony all surnamed Syquia, plaintiffs-appellants herein, filed a complaint for damages against defendant-appellee, Manila Memorial Park Cemetery, Inc.

The complaint alleged among others, that pursuant to a Deed of Sale (Contract No. 6885) dated August 27, 1969 and Interment Order No. 7106 dated July 21, 1978 executed between plaintiff-appellant Juan J. Syquia and defendant-appellee, the former, father of deceased Vicente Juan J. Syquia authorized and instructed defendant-appellee to inter the remains of deceased in the Manila Memorial Park Cemetery in the morning of July 25, 1978 conformably and in accordance with defendant-appellant’s (sic) interment procedures; that on September 4, 1978, preparatory to transferring the said remains to a newly purchased family plot also at the Manila Memorial Park Cemetery, the concrete vault encasing the coffin of the deceased was removed from its niche underground with the assistance of certain employees of defendant-appellant (sic); that as the concrete vault was being raised to the surface, plaintiffs-appellants discovered that the concrete vault had a hole approximately three (3) inches in diameter near the bottom of one of the walls closing out the width of the vault on one end and that for a certain length of time (one hour, more or less), water drained out of the hole; that because of the aforesaid discovery, plaintiffs-appellants became agitated and upset with concern that the water which had collected inside the vault might have risen as it in fact did rise, to the level of the coffin and flooded the same as well as the remains of the deceased with ill effects thereto; that pursuant to an authority granted by the Municipal Court of Parañaque, Metro Manila on September 14, 1978, plaintiffs-appellants with the assistance of licensed morticians and certain personnel of defendant-appellant (sic) caused the opening of the concrete vault on September 15, 1978; that upon opening the vault, the following became apparent to the plaintiffs-appellants: (a) the interior walls of the concrete vault showed evidence of total flooding; (b) the coffin was entirely damaged by water, filth and silt causing the wooden parts to warp and separate and to crack the viewing glass panel located directly above the head and torso of the deceased; (c) the entire lining of the coffin, the clothing of the deceased, and the exposed parts of the deceased’s remains were damaged and soiled by the action of the water and silt and were also coated with filth.

Due to the alleged unlawful and malicious breach by the defendant-appellee of its obligation to deliver a defect-free concrete vault designed to protect the remains of the deceased and the coffin against the elements which resulted in the desecration of deceased's grave and in the alternative, because of defendant-appellee's gross negligence conformably to Article 2176 of the New Civil Code in failing to seal the concrete vault, the complaint prayed that judgment be rendered ordering defendant-appellee to pay plaintiffs-appellants P30,000.00 for actual damages, P500,000.00 for moral damages, exemplary damages in the amount determined by the court, 20% of defendant-appellee's total liability as attorney's fees, and expenses of litigation and costs of suit."^[2]

In dismissing the complaint, the trial court held that the contract between the parties did not guarantee that the cement vault would be waterproof; that there could be no quasi-delict because the defendant was not guilty of any fault or negligence, and because there was a pre-existing contractual relation between the Syquias and defendant Manila Memorial Park Cemetery, Inc.. The trial court also noted that the father himself, Juan Syquia, chose the gravesite despite knowing that said area had to be constantly sprinkled with water to keep the grass green and that water would eventually seep through the vault. The trial court also accepted the explanation given by defendant for boring a hole at the bottom side of the vault: "The hole had to be bored through the concrete vault because if it has no hole the vault will (sic) float and the grave would be filled with water and the digging would caved (sic) in the earth, the earth would caved (sic) in the (sic) fill up the grave."^[3]

From this judgment, the Syquias appealed. They alleged that the trial court erred in holding that the contract allowed the flooding of the vault; that there was no desecration; that the boring of the hole was justifiable; and in not awarding damages.

The Court of Appeals in the Decision^[4] dated December 7, 1990 however, affirmed the judgment of dismissal. Petitioner's motion for reconsideration was denied in a Resolution dated April 25, 1991.^[5]

Unsatisfied with the respondent Court's decision, the Syquias filed the instant petition. They allege herein that the Court of Appeals committed the following errors when it:

1. held that the contract and the Rules and Regulations of private respondent allowed the flooding of the vault and the entrance thereto of filth and silt;
2. held that the act of boring a hole was justifiable and corollarily, when it held that no act of desecration was committed;
3. overlooked and refused to consider relevant, undisputed facts, such as those which have been stipulated upon by the parties, testified to by private respondent's witnesses, and admitted in the answer, which could have justified a different conclusion;
4. held that there was no tort because of a pre-existing contract and the absence of fault/negligence; and
5. did not award the P25,000.00 actual damages which was agreed upon by the parties, moral and exemplary damages, and attorney's fees.

At the bottom of the entire proceedings is the act of boring a hole by private respondent on the vault of the deceased kin of the bereaved petitioners. The latter allege that such act was either a breach of private respondent's contractual obligation to provide a sealed vault, or, in the alternative, a negligent act which constituted a quasi-delict. Nonetheless, petitioners claim that whatever kind of negligence private respondent has committed, the latter is liable for desecrating the grave of petitioners' dead.

In the instant case, We are called upon to determine whether the Manila Memorial Park Cemetery, Inc. breached its contract with petitioners; or, alternatively, whether private respondent was guilty of a tort.

We understand the feelings of petitioners and empathize with them. Unfortunately, however, We are more inclined to answer the foregoing questions in the negative. There is not enough ground, both in fact and in law, to justify a reversal of the decision of the respondent Court and to uphold the pleas of the petitioners.

With respect to herein petitioners' averment that private respondent has committed culpa aquiliana, the Court of Appeals found no negligent act on the part of private respondent to justify an award of damages against it. Although a pre-existing contractual relation between the parties does not preclude the existence of a culpa aquiliana, We find no reason to disregard the respondent's Court finding that there was no negligence.

"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 x x x." (Underscoring Ours).

In this case, it has been established that the Syquias and the Manila Memorial Park Cemetery, Inc., entered into a contract entitled "Deed of Sale and Certificate of Perpetual Care"[6] on August 27, 1969. That agreement governed the relations of the parties and defined their respective rights and obligations. Hence, had there been actual negligence on the part of the Manila Memorial Park Cemetery, Inc., it would be held liable not for a quasi-delict or culpa aquiliana, but for culpa contractual as provided by Article 1170 of the Civil Code, to wit:

"Those who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof, are liable for damages."

The Manila Memorial Park Cemetery, Inc. bound itself to provide the concrete box to be used in the interment. Rule 17 of the Rules and Regulations of private respondent provides that:

"Rule 17. Every earth interment shall be made enclosed in a concrete box, or in an outer wall of stone, brick or concrete, the actual installment of which shall be made by the employees of the Association."[7]

Pursuant to this above-mentioned Rule, a concrete vault was provided on July 27, 1978, the day before the interment, and was on the same day, installed by private respondent's employees in the grave which was dug earlier. After the burial, the vault was covered by a cement lid.

Petitioners however claim that private respondent breached its contract with them as the latter held out in the brochure it distributed that the "x x x lot may hold single or double internment (sic) underground in sealed concrete vault." [8] Petitioners claim that the vault provided by private respondent was not sealed, that is, not waterproof. Consequently, water seeped through the cement enclosure and damaged everything inside it.

We do not agree. There was no stipulation in the Deed of Sale and Certificate of Perpetual Care and in the Rules and Regulations of the Manila Memorial Park Cemetery, Inc. that the vault would be waterproof. Private respondent's witness, Mr. Dexter Heuschkel, explained that the term "sealed" meant "closed." [9] On the other hand, the word "seal" is defined as "x x x any of various closures or fastenings x x x that cannot be opened without rupture and that serve as a check against tampering or unauthorized opening." [10] The meaning that has been given by private respondent to the word conforms with the cited dictionary definition. Moreover, it is also quite clear that "sealed" cannot be equated with "waterproof". Well settled is the rule that when the terms of the contract are clear and leave no doubt as to the intention of the contracting parties, then the literal meaning of the stipulation shall control. [11] Contracts should be interpreted according to their literal meaning and should not be interpreted beyond their obvious intendment. [12] As ruled by the respondent Court:

"When plaintiff-appellant Juan J. Syquia affixed his signature to the Deed of Sale (Exhibit "A") and the attached Rules and Regulations (Exhibit "1"), it can be assumed that he has accepted defendant-appellee's undertaking to merely provide concrete vault. He can not now claim that said concrete vault must in addition,

also be waterproofed (sic). It is basic that the parties are bound by the terms of their contract, which is the law between them (Rizal Commercial Banking Corporation vs. Court of Appeals, et al. 178 SCRA 739). Where there is nothing in the contract which is contrary to law, morals, good customs, public order, or public policy, the validity of the contract must be sustained (Phil. American Insurance Co. vs. Judge Pineda 175 SCRA 416). Consonant with this ruling, a contracting party cannot incur a liability more than what is expressly specified in his undertaking. It cannot be extended by implication, beyond the terms of the contract (Rizal Commercial Banking Corporation vs. Court of Appeals, supra). And as a rule of evidence, where the terms of an agreement are reduced to writing, the document itself, being constituted by the parties as the expositor of their intentions, is the only instrument of evidence in respect of that agreement which the law will recognize, so long as its (sic) exists for the purpose of evidence (Starkie, Ev., pp. 648, 655, Kasheenath vs. Chundy, 5 W.R. 68 cited in Francisco, Revised Rules of Court in the Phil. p. 153, 1973 Ed.). And if the terms of the contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control (Santos vs. CA, et al., G.R. No. 83664, Nov. 13, 1989; Prudential Bank & Trust Co. vs. Community Builders Co., Inc., 165 SCRA 285; Balatero vs. IAC, 154 SCRA 530)."[13]

We hold, therefore, that private respondent did not breach the tenor of its obligation to the Syquias. While this may be so, can private respondent be liable for culpa aquiliana for boring the hole on the vault? It cannot be denied that the hole made possible the entry of more water and soil than was natural had there been no hole.

The law defines negligence as the "omission of that diligence which is required by the nature of the obligation and corresponds with the circumstances of the persons, of the time and of the place." [14] In the absence of stipulation or legal provision providing the contrary, the diligence to be observed in the performance of the obligation is that which is expected of a good father of a family.

The circumstances surrounding the commission of the assailed act - boring of the hole - negate the allegation of negligence. The reason for the act was explained by Henry Flores, Interment Foreman, who said that:

"Q: It has been established in this particular case that a certain Vicente Juan Syquia was interred on July 25, 1978 at the Parañaque Cemetery of the Manila Memorial Park Cemetery, Inc., will you please tell the Hon. Court what or whether you have participation in connection with said internment (sic)?

A: A day before Juan (sic) Syquia was buried our personnel dug a grave. After digging the next morning a vault was taken and placed in the grave and when the vault was placed on the grave a hole was placed on the vault so that water could come into the vault because it was raining heavily then because the vault has no hole the vault will float and the grave would be filled with water and the digging would caved (sic) in and the earth, the earth would (sic) caved in and fill up the grave."[15] (Underscoring ours)

Except for the foreman's opinion that the concrete vault may float should there be a heavy rainfall, from the above-mentioned explanation, private respondent has exercised the diligence of a good father of a family in preventing the accumulation of water inside the vault which would have resulted in the caving in of earth around the grave filling the same with earth.

Thus, finding no evidence of negligence on the part of private respondent, We find no reason to award damages in favor of petitioners.

In the light of the foregoing facts, and construed in the language of the applicable laws and jurisprudence, We are constrained to AFFIRM in toto the decision of the respondent Court of Appeals dated December 7, 1990. No costs.

SO ORDERED.

Narvasa, C.J., (Chairman), Feliciano, Regalado, and Nocon, JJ., concur.

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- [1] Civil Case No. Q-27112, “Juan J. Syquia, et al. vs. Manila Memorial Park Cemetery, Inc.”.
- [2] Rollo, pp. 59-60.
- [3] Ibid., p. 65.
- [4] Penned by Associate Justice Arturo B. Buena, concurred in by Associate Justices Minerva P. Gonzaga-Reyes and Jainal D. Rasul.
- [5] Rollo, p. 87-A.
- [6] Exhibit “D”; Records, p. 10.
- [7] Annex A of Answer; Records, p. 31.
- [8] Petition, p. 5; Rollo, p. 13.
- [9] TSN, November 4, 1981, p. 7.
- [10] Webster’s Third International Dictionary 2046 (1970).
- [11] Mercantile Insurance Co., Inc. vs. Felipe Ysmael, Jr. and Co., Inc., 169 SCRA 66 (1989); Papa vs. Alonzo, 198 SCRA 564 (1991); Alim vs. CA, 200 SCRA 450 (1991); Republic vs. Sandiganbayan, 203 SCRA 310 (1991).
- [12] Mercantile Insurance Co., Inc. vs. Felipe Ysmael, Jr. and Co., Inc. 169 SCRA 66 (1989).
- [13] Rollo, pp. 64-65.
- [14] CIVIL CODE, Article 1173.
- [15] TSN, June 28, 1982, p. 2.

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