

SECOND DIVISION

[G.R. No. 200804, January 22, 2014]

**A.L. ANG NETWORK, INC., PETITIONER, VS. EMMA MONDEJAR,
ACCOMPANIED BY HER HUSBAND, EFREN MONDEJAR,
RESPONDENT.**

RESOLUTION

PERLAS-BERNABE, J.:

This is a direct recourse^[1] to the Court from the Decision^[2] dated November 23, 2011 and Order^[3] dated February 16, 2012 of the Regional Trial Court of Bacolod City, Branch 45 (RTC) in RTC Case No. 11-13833 which dismissed, on the ground of improper remedy, petitioner A.L. Ang Network, Inc.'s (petitioner) petition for *certiorari* from the Decision^[4] dated June 10, 2011 of the Municipal Trial Court in Cities of Bacolod City, Branch 4 (MTCC) in Civil Case No. SCC-1436, a small claims case for sum of money against respondent Emma Mondejar (respondent).

The Facts

On March 23, 2011, petitioner filed a complaint^[5] for sum of money under the Rule of Procedure for Small Claims Cases^[6] before the MTCC, seeking to collect from respondent the amount of P23,111.71 which represented her unpaid water bills for the period June 1, 2002 to September 30, 2005.^[7]

Petitioner claimed that it was duly authorized to supply water to and collect payment therefor from the homeowners of Regent Pearl Subdivision, one of whom is respondent who owns and occupies Lot 8, Block 3 of said subdivision. From June 1, 2002 until September 30, 2005, respondent and her family consumed a total of 1,150 cubic meters (cu. m.) of water, which upon application of the agreed rate of P113.00 for every 10 cu.m. of water, plus an additional charge of P11.60 for every additional cu. m. of water, amounted to P28,580.09.^[8] However, respondent only paid the amount of P5,468.38, thus, leaving a balance of P23,111.71 which was left unpaid despite petitioner's repeated demands.^[9]

In defense, respondent contended that since April 1998 up to February 2003, she religiously paid petitioner the agreed monthly flat rate of P75.00 for her water consumption. Notwithstanding their agreement that the same would be adjusted only upon prior notice to the homeowners, petitioner unilaterally charged her unreasonable and excessive adjustments (at the average of 40 cu.m. of water per month or 1.3 cu.m. of water a day) far above the average daily water consumption for a household of only 3 persons. She also questioned the propriety and/or basis of the aforesaid P23,111.71 claim.^[10]

In the interim, petitioner disconnected respondent's water line for not paying the

adjusted water charges since March 2003 up to August 2005.^[11]

The MTCC Ruling

On June 10, 2011, the MTCC rendered a Decision^[12] holding that since petitioner was issued a Certificate of Public Convenience (CPC)^[13] by the National Water Resources Board (NWRB) only on August 7, 2003, then, it can only charge respondent the agreed flat rate of P75.00 per month prior thereto or the sum of P1,050.00 for the **period June 1, 2002 to August 7, 2003**. Thus, given that respondent had made total payments equivalent to P1,685.99 for the same period, she should be considered to have fully paid petitioner.^[14]

The MTCC disregarded petitioner's reliance on the Housing and Land Use Regulatory Board's (HLURB) Decision^[15] dated August 17, 2000 in HLURB Case No. REM C6-00-001 entitled *Nollie B. Apura, et al. v. Dona Carmen I Subdivision, et al.*, as source of its authority to impose new water consumption rates for water consumed from June 1, 2002 to August 7, 2003 in the absence of proof (a) that petitioner complied with the directive to inform the HLURB of the result of its consultation with the concerned homeowners as regards the rates to be charged, and (b) that the HLURB approved of the same.^[16]

Moreover, the MTCC noted that petitioner failed to submit evidence showing (a) the exact date when it actually began imposing the NWRB approved rates; and (b) that the parties had a formal agreement containing the terms and conditions thereof, without which it cannot establish with certainty respondent's obligation.^[17] Accordingly, it ruled that the earlier agreed rate of P75.00 per month should still be the basis for respondent's water consumption charges for the **period August 8, 2003 to September 30, 2005**.^[18] Based on petitioner's computation, respondent had only paid P300.00 of her P1,500.00 obligation for said period. Thus, it ordered respondent to pay petitioner the balance there of, equivalent to P1,200.00 with legal interest at the rate of 6% per annum from date of receipt of the extrajudicial demand on October 14, 2010 until fully paid.^[19]

Aggrieved, petitioner filed a petition for *certiorari*^[20] under Rule 65 of the Rules of Court before the RTC, ascribing grave abuse of discretion on the part of the MTCC in finding that it (petitioner) failed to establish with certainty respondent's obligation, and in not ordering the latter to pay the full amount sought to be collected.

The RTC Ruling

On November 23, 2011, the RTC issued a Decision^[21] dismissing the petition for *certiorari*, finding that the said petition was only filed to circumvent the non-appealable nature of small claims cases as provided under Section 23^[22] of the Rule of Procedure on Small Claims Cases. To this end, the RTC ruled that it cannot supplant the decision of the MTCC with another decision directing respondent to pay petitioner a bigger sum than that which has been awarded.

Petitioner moved for reconsideration^[23] but was denied in an Order^[24] dated

February 16, 2012, hence, the instant petition.

The Issue Before the Court

The sole issue in this case is whether or not the RTC erred in dismissing petitioner's recourse under Rule 65 of the Rules of Court assailing the propriety of the MTCC Decision in the subject small claims case.

The Court's Ruling

The petition is meritorious.

Section 23 of the Rule of Procedure for Small Claims Cases states that:

SEC. 23.Decision. — After the hearing, the court shall render its decision on the same day, based on the facts established by the evidence (Form 13-SCC). The decision shall immediately be entered by the Clerk of Court in the court docket for civil cases and a copy thereof forthwith served on the parties.

The decision shall be final and unappealable.

Considering the final nature of a small claims case decision under the above-stated rule, the remedy of appeal is not allowed, and the prevailing party may, thus, immediately move for its execution.^[25] Nevertheless, the proscription on appeals in small claims cases, similar to other proceedings where appeal is not an available remedy,^[26] does not preclude the aggrieved party from filing a petition for *certiorari* under Rule 65 of the Rules of Court. This general rule has been enunciated in the case of *Okada v. Security Pacific Assurance Corporation*,^[27] wherein it was held that:

In a long line of cases, the Court has consistently ruled that **"the extraordinary writ of *certiorari* is always available where there is no appeal or any other plain, speedy and adequate remedy in the ordinary course of law."** In *Jaca v. Davao Lumber Co.*, the Court ruled:

x x x Although Section 1, Rule 65 of the Rules of Court provides that the special civil action of *certiorari* may only be invoked when "there is no appeal, nor any plain, speedy and adequate remedy in the course of law," this rule is not without exception. The availability of the ordinary course of appeal does not constitute sufficient ground to prevent a party from making use of the extraordinary remedy of *certiorari* where appeal is not an adequate remedy or equally beneficial, speedy and sufficient. It is the inadequacy – not the mere absence – of all other legal remedies and the danger of failure