

THIRTEENTH DIVISION

[CA-G.R. SP NO. 125153, March 11, 2015]

CORAZON SONGCO, PETITIONER, VS. CITYSTATE CENTRE CONDOMINIUM CORPORATION, RESPONDENT.

DECISION

CORALES, J.:

This is a Petition for Review^[1] under Rule 42 of the Rules of Court assailing the June 16, 2010 Decision^[2] and April 10, 2012 Order^[3] of the Regional Trial Court (RTC), Branch 157, Pasig City in Civil Case No. 71742. The assailed decision affirmed the May 16, 2008 Decision^[4] of the Metropolitan Trial Court (MeTC), Branch 69, Pasig City which directed petitioner Corazon Songco (Songco) to pay respondent Citystate Centre Condominium Corporation (Citystate) the amount of P143,887.62 plus legal interest and dismissed Songco's compulsory counterclaim for damages. The challenged order denied Songco's subsequent motion for reconsideration.

The Antecedents

This case stemmed from a complaint for sum of money filed by Citystate against Songco before the MeTC. The respective allegations of the parties, as culled from the RTC Decision, are as follows:

x x x

On April 2001, plaintiff [Citystate] accommodated defendant [Songco] to occupy a 216 square meter space at the 7th floor of Citystate Condominium Corp., which serves as the buildings dining place/ cafeteria with a monthly rental of Php3,699.00. As a tenant and occupant in the building defendant [Songco] is required to pay a monthly rental, association dues, charges and expenses for electricity, water and other utilities. In accordance to their agreement, defendant [Songco] made monthly payments to the plaintiff starting April 2001 to August 2003. However, from September 2003 to May 2004, defendant [Songco] began defaulting on her obligation. Despite repeated demands, defendant [Songco] failed and refused to pay her obligation which amounted to Php143,887.62. On June 2004, defendant [Songco] suddenly vacated the premises without notifying the plaintiff.

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In its Answer, defendant [Songco] alleged that there is no contract or agreement between her and plaintiff [Citystate] regarding her tenancy or occupancy of the subject premises. She was only tasked by Ambassador Antonio Cabangon-Chua, a major owner of plaintiff [Citystate]

corporation, to oversee the management and operation of the cafeteria, which he owns. As an overseer, she never paid any rentals, dues, charges and expenses for electricity, water and other utilities.

By way of its special and affirmative defenses, defendant [Songco] alleged that the complaint stated no cause of action and the plaintiff [Citystate] has no cause of action against herein defendant [Songco]. There is no valid and binding contractual relation or agreement between plaintiff [Citystate] and defendant [Songco] who is only an overseer, agent or manager of the canteen owner, Ambassador Antonio Cabangon Chua, hence, defendant [Songco] has no liability to plaintiff [Citystate].

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Plaintiff [Citystate] in its Reply and Answer to Counterclaims (Re: Defendant's Answer dated 19 July 2006) posits that even in the absence of a written contract, defendant [Songco] is still obliged to pay plaintiff [Citystate] rentals, association dues and utilities concomitant to her having taken over the management and operation of the cafeteria. The parties had an innominate contract *do ut des* which is a valid obligation wherein plaintiff [Citystate] allowed and gave defendant [Songco] the privilege to operate and manage the cafeteria and appropriate to defendant [Songco] the income and profit thereon, in exchange for the payment by the defendant [Songco] of the condominium dues, rental fees and the utility bills attendant to such use and management.

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In its Memorandum of Appeal dated September 16, 2008, defendant [Songco] alleges that this case arose when Ambassador Antonio Cabangon Chua, the principal and major stockholder of plaintiff-appellee [Citystate] had a falling out with defendant-appellant's daughter Catherine Songco.

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Sometime in 2004, around the first quarter, Ambassador Chua and defendant-appellant's daughter Catherine Songco's relationship went sour and they had a falling out. As a consequence, a flurry of cases were filed by one against the other, including this instant case. Defendant-appellant [Songco] was also barred from entering the premises of Citystate Centre Condominium. She was not even given the chance to retrieve her personal belongings which were left inside the premises of the canteen. More surprising, was when she learned that a case was also filed against her.

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The Rulings of the MeTC and RTC

In its May 16, 2008 Decision,^[5] the MeTC ruled that there exists an innominate contract of *do ut des* between Citystate and Songco. It did not give credence to Songco's