

THIRTEENTH DIVISION

[CA-G.R. CV NO. 99481, April 28, 2014]

**PACITA CHUA, DOING BUSINESS UNDER THE NAME AND STYLE
MSC TRADING REPRESENTED BY MANUEL P. CHUA AND/OR
NESTOR D. SANTOS, PLAINTIFFS-APPELLEES, VS. GRACE PARK
INTERNATIONAL, INC., DEFENDANT-APPELLANT.**

DECISION

DIMAAMPAO, J.:

Assailed in this instant *Appeal* is the Decision^[1] dated 31 August 2012 of the Regional Trial Court of Valenzuela City, Branch 269, in Civil Case No. 94-V-10, the fallo of which reads:

"WHEREFORE, judgment is hereby rendered in favor of plaintiff and against defendant. Defendant GRACE PARK INTERNATIONAL, INC., is hereby ordered to pay plaintiff PACITA CHUA the following:

1. P567,790.00, representing its total principal obligation, plus legal interest thereon from date of extrajudicial demand(;)
2. P30,000.00, as and for attorney's fees(;) and(,)
3. Costs of suit.

SO ORDERED."^[2]

The salient facts of the case are uncomplicated.

Plaintiff-appellee Pacita Chua (Pacita), doing business under the name and style of MSC Trading and represented by Manuel Chua and/or Nestor Santos (Santos), filed a *Complaint for Sum of Money with Damages*^[3] against Grace Park International, Inc. (Grace Park).

Pacita averred that she is engaged in the sale of furniture materials such as stretch film, vinyl and contact cement. In 2008, Grace Park purchased these furniture materials in the total amount of P515,540.00, evidenced by the counter-receipts^[4] it issued. Despite the lapse of the period given to Grace Park, it failed and refused to pay its obligation to Pacita prompting her to send a demand letter.^[5] All the same, her demand went unheeded.

Expostulating with the averments in the *Complaint*, Grace Park maintained that Pacita had no cause of action against it given that the purported counter-receipts merely proved the acquisition of the goods stated therein by the person who signed the same but were not proof of its alleged liability. Besides, nowhere was it

expressed in the counter-receipts the due date of the obligation in dispute. Thence, the aforesaid *Complaint* was premature.^[6]

During the pre-trial conference, Grace Park admitted being one of the customers of Pacita.^[7] Thereafter, trial on the merits ensued where Pacita presented Santos and Nerissa San Miguel (San Miguel), her sales consultant secretary and dispatcher, respectively. They confirmed and affirmed the allegations in the *Complaint*. They further explained^[8] that there was a typographical error on the amount reflected in the demand letter, such that the total of the amounts indicated on the counter-receipts should be P567,790.00.

Inevitably, Pacita rested her case.

Grace Park, for its part, filed a *Demurrer to Evidence*^[9] asseverating that the *Complaint* should be dismissed for Pacita's failure to present evidence establishing its liability. This, however, was denied by the court *a quo* in the Order^[10] dated 31 May 2012.

The case was then set for presentation of defendant's evidence. It having failed to do so despite being given ample opportunity, Grace Park was deemed to have waived its right to present evidence.^[11]

Ensuingly, the court *a quo* rendered the impugned Decision.

Unflustered, Grace Park (now, appellant) interposed the present *Appeal* postulating that—

I

THE LOWER COURT ERRED IN RELAYING ON THE TESTI-MONY OF PLAINTIFF-APPELLEE'S WITNESS DESPITE THAT HER TESTIMONY IS HEARSAY.

II

THE LOWER COURT ERRED IN DECLARING THAT THE DEFENDANT-APPELLANT HAS IMPLIEDLY ADMITTED ITS LIABILITY.

III

THE LOWER COURT ERRED IN ORDERING THE DEFEN-DANT-APPELLANT TO PAY THE PLAINTIFF-APPELLEE THE AMOUNT OF PHP597,790.00 PLUS LEGAL INTEREST THEREON AND ATTORNEY'S FEES OF PHP30,000.00

We affirm the court a quo's disposition albeit with modification as to the legal interest.

Section 1, Rule 131 of the Rules of Court defines "burden of proof" as "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." In civil cases, the burden of

proof rests upon the plaintiff, who is required to establish his case by a preponderance of evidence. Once the plaintiff has established his case, the burden of evidence shifts to the defendant, who, in turn, has the burden to establish his defense.^[12]

Here, the burden of proof rests upon Pacita (now, appellee) who must prove her case by preponderance of evidence. Preponderance of evidence is a phrase which, in the last analysis, means probability to truth. It is evidence which is more convincing to the court as worthier of belief than that which is offered in opposition thereto.^[13]

In light of the foregoing jurisprudential touchstone, this query comes down the pike — Did appellee preponderantly prove her case?

We rule in the affirmative.

To Our mind, appellee's witnesses were able to establish that the subject goods were indeed delivered to appellant as evinced by the delivery receipts which were signed by the authorized personnel of the latter.^[14] Therewithal, this fact of delivery was substantiated by the counter-receipts^[15] which appellant issued through its authorized representatives. Along this grain, the testimonial avowal of witness San Miguel cannot be any clearer:

“Q Awhile ago, Ms. Witness, you were asked about Counter Receipts?

A Yes, Sir.

Q Who issued these Counter Receipts?

A Their office, Sir.

Q And when you said their office, whose office are you referring to?

A Grace Park, Sir.

Q The defendant?

A Yes, Sir.

Q And why do you know that the defendant, Grace Park International(,) Inc., was the source of these Counter Receipts?

A Because every Saturday, we cause our Delivery Receipts to be countered by them. When we go to their office to bring the original copies of the Delivery Receipts, they issue us Counter Receipts reflecting therein the Delivery Receipts that we brought.

Q Ms. Witness, when you said we go to their office for the Counter Receipts, who are you referring to?