

## SIXTEENTH DIVISION

[ CA-G.R. CV No. 99853, June 13, 2014 ]

**CONCHITA VALENZUELA, PLAINTIFF-APPELLANT, VS. SPS.  
FEDERICO DE JESUS AND CORAZON DE JESUS, DEFENDANTS-  
APPELLEES.**

### D E C I S I O N

**MACALINO, J:**

On Appeal is the Decision<sup>[1]</sup> dated October 23, 2012 of the Regional Trial Court of Quezon City, Branch 222 (RTC) dismissing the complaint against defendants-appellees Sps. Federico and Corazon de Jesus (defendants-appellees) in Civil Case No. Q06-57637. The dispositive portion of the assailed Decision reads:

“WHEREFORE, premises considered, judgment is hereby ordered dismissing the complaint for insufficiency of evidence.”

#### *FACTUAL ANTECEDENTS*

This case stemmed from a Complaint<sup>[2]</sup> filed by plaintiff-appellant Conchita Valenzuela (plaintiff-appellant) against defendants-appellees for “Sum of Money with Prayer for the Issuance of Preliminary Attachment.”

Plaintiff-appellant averred that on July 3, 1998, she sold a portion of her house with an area of 120 square meters to defendants-appellees. Allegedly, after paying in full the sold portion of plaintiff-appellant's property, defendants-appellees told her that in order to resell it, they needed Five Hundred Thousand Pesos (Php500,000.00) for its construction or renovation. Plaintiff-appellant claimed that defendants-appellees agreed to return said amount with interest of 1 % per month.

In addition, plaintiff-appellant said that after the renovation of the property was completed, defendants-appellees defrauded her by donating the same to defendants-appellees' nieces/nephews without returning the aforesaid Five Hundred Thousand Pesos (Php500,000.00) plus interest of 1% per month. She further declared that defendants-appellees refused to pay her despite demand.

In their Answer with Counterclaims,<sup>[3]</sup> defendants-appellees argued that plaintiff-appellant failed to show any proof that they were indebted to her in the amount of Five Hundred Thousand Pesos (Php500,000.00) and payment of interest could not be demanded in the absence of an agreement in writing.

During the trial, plaintiff-appellant testified that she and defendants-appellees were neighbors for 30 years. She claimed that the latter bought half of her property located at No. 10 Binuang St., La Loma, Quezon City and covered by Transfer Certificate of Title No. RT-7483(214363).<sup>[4]</sup> Purportedly, she and defendants-appellees agreed that defendants-appellees would pay her One Million Pesos

(PhP1,000,000.00) within 8 months from the purchase of the subject property. However, defendants-appellees failed to pay her.<sup>[5]</sup>

Plaintiff-appellant likewise declared that defendants-appellees told her that they already sold the property to another person. Plaintiff-appellant alleged that she demanded payment from defendants-appellees, who, in turn, paid her Five Hundred Thousand Pesos (PhP500,000.00). She averred that defendants-appellees still failed to pay her their balance of Five Hundred Thousand Pesos (PhP500,000.00).<sup>[6]</sup>

Also, plaintiff-appellant testified that in order to transfer the title of the subject property to another person, defendants-appellees made it appear that the buyers thereof were their relatives and executed a Deed of Donation<sup>[7]</sup> in favor one Arellano, Carmen, Linda, Pinky, Elizabeth, George, Jacquilyn and Jeralyn, all surnamed Busto.<sup>[8]</sup>

Plaintiff-appellant said that the sister of defendant-appellee Federico de Jesus (Federico) deposited in her account Fifty Thousand Pesos (PhP50,000.00) as part of defendants-appellees' payment to her. She also presented entries in her diary<sup>[9]</sup> indicating that Federico paid her One Hundred Thousand Pesos (PhP100,000.00); and later on, borrowed from her One Hundred Thousand Pesos (PhP100,000.00), Two Hundred Thousand Pesos (PhP200,000.00) and another Two Hundred Thousand Pesos (PhP200,000.00) on separate occasions.<sup>[10]</sup>

During cross-examination, plaintiff-appellant stated that the purchase price of the property she sold to defendants-appellees was Two Million Pesos (PhP2,000,000.00), not One Million Pesos (PhP1,000,000.00), as she earlier declared in her direct examination. She also averred that defendants-appellees paid her Five Hundred Thousand Pesos (PhP500,000.00) and subsequently borrowed it from her.<sup>[11]</sup> She clarified that she and defendants-appellees executed a Deed of Conditional Sale<sup>[12]</sup> dated July 9, 1997 over one half portion of her real property. Upon its execution, defendants-appellees paid her One Million Pesos (PhP1,000,000.00) as partial payment. On July 3, 1998, they executed a Deed of Absolute Sale<sup>[13]</sup> over the same property. She stated that she did not know if defendants-appellees paid her the balance of One Million Pesos (PhP1,000,000.00) because the alleged payment transpired in a bank and Federico's wife told her that defendants-appellees already paid the balance in the bank.<sup>[14]</sup>

On October 23, 2012, the RTC rendered the assailed Decision dismissing the complaint for insufficiency of evidence.

#### *ASSIGNMENT OF ERRORS*

Hence, plaintiff-appellant filed this Appeal<sup>[15]</sup> raising the following assignment of errors:

**I.** THE COURT A QUO ERRED IN FINDING THAT DEFENDANTS-APPELLEES [WERE] NOT LIABLE TO PAY PLAINTIFF-APPELLANT [PHP]500,000.00 PLUS 1% INTEREST [T] PER MONTH

**II.** [THE] COURT A QUO ERRED IN FINDING [THAT] DEFENDANTS-APPELLEES [WERE] NOT LIABLE TO PAY PLAINTIFF-APPELLANT MORAL DAMAGES IN THE AMOUNT OF [PHP]50,000.00

**III.** [THE] COURT A QUO ERRED IN FINDING THAT DEFENDANT[S]-APPELLE[E]S WERE NOT LIABLE TO PAY PLAINTIFF-APPELLANT EXPENSES IN THE AMOUNT OF [PHP]50,000.00 AND COST OF SUIT

**IV.** THE COURT A QUO ERRED IN FINDING THAT DEFENDANTS-APPELLEES WERE NOT LIABLE TO PLAINTIFF-APPELLANT ATTORNEY'S FEES IN THE SUM OF [PHP]50,000.00 PER APPEARANCE.”<sup>[16]</sup>

#### *RULING OF THIS COURT*

In civil cases, each party must prove one's affirmative allegations and the burden of proof lies on the party who would be defeated if no evidence is presented on either side. The burden of proof is on the plaintiff as regards his or her complaint.<sup>[17]</sup> Hence, in the case at bench, it is plaintiff-appellant's burden to prove that she is entitled to the reliefs she prayed for in her complaint. More particularly, she must establish her case by preponderance of evidence or such evidence that is of greater weight or more convincing than that which is offered in opposition to it.<sup>[18]</sup>

After an extensive review of the records of the case, this Court finds that plaintiff-appellant failed to meet the required quantum of proof.

In her complaint, plaintiff-appellant alleged that after paying her in full the value of the subject property, defendants-appellees borrowed from her Five Hundred Thousand Pesos (PhP500,000.00) with interest of 1% per month. Nonetheless, in her direct testimony, plaintiff-appellant, stated that defendants-appellees failed to pay her the balance of the purchase price of the property. Plaintiff-appellant made the following statements:

“[Q:] Now what happened to the Deed of Conditional Sale?

A: We had an agreement that they will pay P1 Million and that it would be payable within eight (8) months, sir.

Q: [Were] they able to comply to said payment?

A: No, sir.

Q: What did you do when they failed to comply with the said payment?

A: They said that they will deposit the money in the bank but every time I demand for their payment, they would say that they would borrow the money first.

xxx

Q: You said that the defendants failed to comply with the conditional sale. Why did you execute this Deed of Absolute Sale xxx?

A: Because they pleaded for me to execute the Deed of