



REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **04 August 2021** which reads as follows:*

“G.R. No. 255880 (Dhoben M. Concepcion v. Ronny E. Budiman). — After a judicious study of the case, the Court resolves to **DENY** the petition¹ and **AFFIRM** the Decision² dated September 27, 2019 and the Resolution³ dated January 25, 2021 of the Court of Appeals (CA) in CA-G.R. CV No. 112150 for failure of petitioner Dhoben M. Concepcion (petitioner) to sufficiently show that the CA committed any reversible error in finding that the transaction between her and respondent Ronny E. Budiman (respondent) was in the nature of a loan and, accordingly, ordering her to return the amount of ₱3,155,000.00. However, considering the aggregate amount of the loan of ₱3,205,000.00 and petitioner’s payment of ₱30,000.00 as established in the proceedings below, the amount that the latter should be directed to pay is **modified** to ₱3,175,000.00, with interest at the legal rate of six percent (6%) per annum from the date of finality of this Resolution until full payment.

At the outset, petitioner is raising the question only for the first time before the Court of whether the loan transaction between her and respondent is unenforceable based on Article 1358⁴ of the Civil Code, anchored upon non-compliance with the Statute of Frauds⁵. As such, the Court shall not delve into this question as it is settled that issues that were not alleged or proved before the lower court cannot be decided for the first time on appeal.⁶ Taking into consideration, however, that the question on the enforceability of the loan transaction being raised by petitioner presupposes an *admission* on her part that indeed, the contract between her and respondent was in the nature of a loan, coupled with her prior defense of

¹ *Rollo*, pp. 164-172.

² *Id.* at 126-139. Penned by Associate Justice Ramon A. Cruz with Associate Justices Celia C. Librea-Leagogo and Geraldine C. Fiel Macaraig, concurring.

³ *Id.* at 189-190. Penned by Associate Justice Ramon A. Cruz with Associate Justices Nina G. Antonio-Valenzuela and Geraldine C. Fiel Macaraig, concurring.

⁴ Article 1358 of the Civil Code provides:

Article 1358. The following must appear in a public document:

(1) All other contracts where the amount involved exceeds five hundred pesos must appear in writing, even a private one. But sales of goods, chattels or things in action are governed by articles 1403, No. 2 and 1405. (Underscoring supplied)

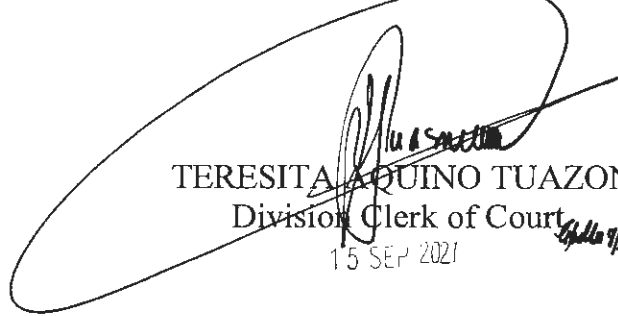
⁵ See Article 1403(2) of the Civil Code.

⁶ See *China Trust (Phils.) Commercial Bank v. Philip Turner*, 812 Phil. 1,16 (2017).

novation which the CA correctly rejected, the Court perforce denies the petition for lack of merit.

SO ORDERED." (Rosario, *J.*, designated additional member per Special Order No. 2835 dated July 15, 2021.)

By authority of the Court:



TERESITA AQUINO TUAZON
 Division Clerk of Court
 15 SEP 2021

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HON. PRESIDING JUDGE (reg)
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 (Civil Case No. 2016-0018)

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Please notify the Court of any change in your address.
 GR255880. 08/04/2021(83)URES