



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **23 March 2022** which reads as follows:*

**“UDK 17301 (Teresita C. Aron, Petitioner, v. Ildefonsa G. Jimenez, substituted by Maria Teresita Jimenez Bitoy, Respondent).** – This resolves the Petition for Review on *Certiorari* (Petition)<sup>1</sup> filed by petitioner Teresita C. Aron (petitioner), seeking to reverse and set aside the Decision<sup>2</sup> dated 17 March 2020 and Resolution<sup>3</sup> dated 29 July 2021 of the Court of Appeals (CA) in CA-G.R. CV. No. 04198.

After a judicious review of the case, the Court resolves to **DENY** the Petition and **AFFIRM WITH MODIFICATION** the Decision dated 17 March 2020 and Resolution dated 29 July 2021 of the CA in CA-G.R. CV. No. 04198. The CA correctly ruled that Branch 47 of the Regional Trial Court of Tagbilaran City, Bohol (RTC) did not commit any reversible error in ruling in favor of respondent Ildefonsa G. Jimenez, substituted by Maria Teresita Jimenez Bitoy.

As a preliminary matter, the Court notes that the Postal Money Orders (PMOs) attached to the petition had become stale, albeit without petitioner’s fault.<sup>4</sup> The PMOs’ lapsed validity was due to the delay in the mails. Hence, this would not prejudice petitioner.

Moreover, the records reveal that petitioner failed to comply with A.M. No. 10-3-7-SC.<sup>5</sup> Petitioner did not submit a compact disc or a soft copy of the petition, and a verified declaration that the petition and annexes

<sup>1</sup> *Rollo*, pp. 3-16.

<sup>2</sup> *Id.* at 20-33; penned by Associate Justice Carlito B. Calpatura and concurred in by Associate Justices Gabriel T. Ingles and Alfredo D. Ampuan of the Special Eighteenth (18<sup>th</sup>) Division, Court of Appeals, Cebu City.

<sup>3</sup> *Id.* at 17-19; penned by CA Associate Justice Gabriel T. Ingles and concurred in by Associate Justices Dorothy P. Montejo-Gonzaga and Bautista G. Corpin, Jr. of the Special Former Special Eighteenth (18<sup>th</sup>) Division, Court of Appeals, Cebu City.

<sup>4</sup> *Id.* at 2.

<sup>5</sup> Entitled “Guidelines on Submission and Processing of Soft Copies of Supreme Court-Bound Papers Pursuant to the Efficient Use of Paper Rule,” 10 September 2013.

submitted electronically are complete, and true copies of the printed document and annexes with the Court.<sup>6</sup> Nonetheless, these are not grounds for the denial of the petition.

We deny the petition there being no substantial issues raised. Petitioner failed to show that the CA committed any reversible error in the assailed Decision and Resolution.

As to the requirement of barangay conciliation, the CA correctly ruled that this case falls within the exceptions where direct resort to the courts is allowed.<sup>7</sup> Respondent's complaint was coupled with a prayer for the issuance of a writ of preliminary attachment.<sup>8</sup> Hence, it falls among the exceptions to the rule requiring referral to barangay conciliation.<sup>9</sup>

On the alleged extinguishment of petitioner's loan obligation to respondent, whether payment was indeed made is a question of fact best determined by the trial court.<sup>10</sup> Petitioner failed to advance any reason warranting factual review. In any case, the CA correctly ruled that the handwritten receipts are inadmissible in evidence and deserve no evidentiary weight because they were authenticated private documents.<sup>11</sup>

Moreover, petitioner mentions evidence supposedly showing the payments she made, as well as admissions by respondent's witness that the signatures on the receipts appear similar to those of respondent.<sup>12</sup> However, she failed to attach the receipts and transcripts alluded to. As required under Section 4 (d), Rule 45 of the Rules of Court, petitioner should have attached "such material portions of the record as would support the petition." Petitioner's failure to comply with this requirement is a sufficient ground for the dismissal of the petition.<sup>13</sup>

Lastly, except for her bare assertions, petitioner failed to adduce proof of duress or coercion in the execution of the Deed of Real Estate Mortgage. Absent any cogent reason to the contrary, the Court shall defer to the uniform factual findings of the RTC and the CA, especially their assessment that petitioner's testimony on this point is not credible and contrary to

<sup>6</sup> *Id.*, Secs. 1 and 7.

<sup>7</sup> LOCAL GOVERNMENT CODE, Sec. 412; *Racpan v. Barroga-Haigh*, 832 Phil. 1044 (2018), G.R. No. 234499, 06 June 2018 [Per J. Velasco, Jr.].

<sup>8</sup> *Rollo*, p. 30.

<sup>9</sup> *Racpan v. Barroga-Haigh*, *supra* note 7.

<sup>10</sup> *American Home Assurance Co. v. Chua*, 368 Phil. 555 (1999), G.R. No. 130421, 28 June 1999 [Per J. Davide, Jr.].

<sup>11</sup> RULES OF COURT, Sec. 20, Rule 132.

<sup>12</sup> *Rollo*, pp. 9-10.

<sup>13</sup> RULES OF COURT, Sec. 5, Rule 45.

common experience.<sup>14</sup>

Considering the foregoing, We affirm the CA. Nonetheless, the monetary awards should be modified to conform with prevailing jurisprudence and to avoid further litigation on the matter. The peso equivalent of the loaned USD6,500.00 should be computed based on the exchange rate prevailing at the time of payment.<sup>15</sup>

In keeping with *Nacar v. Gallery Frames*,<sup>16</sup> the award of interest should also be modified as follows: (1) the amounts of USD6,500.00 and ₱50,000.00 shall earn interest at the rate of twelve percent (12%) per *annum* from the date of default until 30 June 2013, and six percent (6%) per *annum* from 01 July 2013 until fully paid; and (2) the total monetary award shall earn interest at the rate of six percent (6%) per *annum* from finality of this Resolution until full payment.

As the records do not show the precise date of petitioner's default, the RTC, in computing the judgment award, is directed to determine when the first demand, extrajudicial or otherwise, was made. For purposes of computing compensatory interest, the trial court should determine the date of the first extrajudicial demand, if any. In the absence of which, interest should be reckoned from the date of judicial demand.<sup>17</sup>

The award of ₱2,900.00 representing reimbursement of expenses incurred in obtaining an order for written interrogatories shall no longer be disturbed, as the same was not assailed in this petition.

**WHEREFORE**, the Petition for Review on *Certiorari* is **DENIED**. The Decision dated 17 March 2020 and Resolution dated 29 July 2021 of the Court of Appeals in CA-G.R. CV. No. 04198 are **AFFIRMED WITH MODIFICATION**, in that petitioner is ordered to pay respondent:

- (1) The equivalent of USD6,500.00 in Philippine peso at the time of payment and ₱50,000.00, representing petitioner's obligation to respondent, with legal interest at twelve percent (12%) per *annum*

<sup>14</sup> See *Bank of the Philippine Islands v. Mendoza*, 807 Phil. 640 (2017), G.R. No. 198799, 20 March 2017 [Per J. Perias-Bernabe].

<sup>15</sup> Republic Act No. 8183, "An Act Repealing Republic Act Numbered Five Hundred Twenty-Nine as Amended. Entitled An Act to Assure the Uniform Value of Philippine Coin and Currency," approved on 11 June 1996; *Jerzon Manpower and Trading, Inc. v. Nato*, G.R. No. 230211, 06 October 2021 [Per J. Gesmundo]; *C.F. Sharp & Co., Inc. v. Northwest Airlines, Inc.*, 431 Phil. 11 (2002), G.R. No. 133498, 18 April 2002 [Per J. Ynares-Santiago].

<sup>16</sup> 716 Phil. 267 (2013), G.R. No. 189871, 13 August 2013 [Per J. Peralta].

<sup>17</sup> *Nacar v. Gallery Frames*, 716 Phil. 267 (2013), G.R. No. 189871, 13 August 2013 [Per J. Peralta].

from the date of default until 30 June 2013, and six percent (6%) per *annum* from 01 July 2013 until fully paid; and

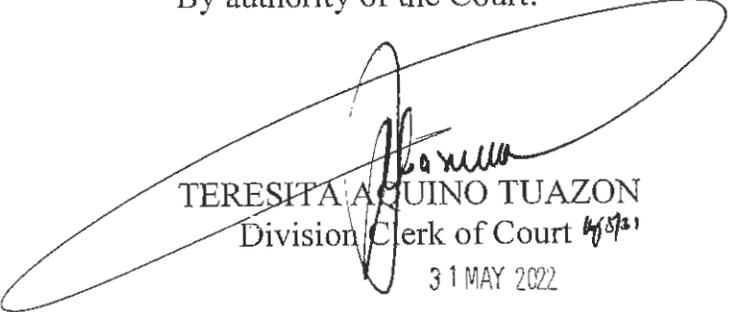
- (2) ₱2,900.00, representing reimbursement of expenses incurred by respondent in obtaining an order for written interrogatories; and
- (3) Legal interest of six percent (6%) per *annum* on the total monetary award from finality of this Resolution until fully paid.

Moreover, Branch 47 of the Regional Trial Court of Tagbilaran City, Bohol (RTC) is directed to determine the precise date of petitioner's default.

The Court, likewise, **NOTES** the manifestation dated 25 October 2021 of counsel for petitioner, submitting the Decision dated 11 July 2021 and Order dated 23 August 2011 of the RTC.

**SO ORDERED.**" (SAJ E. M. Perlas-Bernabe, on Official Leave; J. Hernando, as Acting Chairperson per S.O. 2882 dated 17 March 2022.)

By authority of the Court:

  
 TERESITA AQUINO TUAZON  
 Division Clerk of Court  
 31 MAY 2022

\*TINAMPAY LEGAL CLINIC (reg)  
 Counsel for Petitioner  
 10 C. Gallares St., City of Tagbilaran  
 Bohol

\*UCAT LAW OFFICE (reg)  
 Counsel for Respondent  
 0027 Torero Private Road, Cogon Dist.  
 6300, Tagbilaran City, Bohol

\*MARIA TERESITA JIMENEZ BITOY (reg)  
 Respondent  
 0158 C. Putong St. corner J. Remolador, St.  
 Poblacion II, 6300 Tagbilaran City  
 Bohol

HON. PRESIDING JUDGE (reg)  
 Regional Trial Court, Branch 47  
 Tagbilaran City, Bohol  
 (Civil Case No. 7738)

JUDGMENT DIVISION (x)  
 Supreme Court, Manila

PUBLIC INFORMATION OFFICE (x)  
 LIBRARY SERVICES (x)  
 [For uploading pursuant to A.M. No. 12-7-SC]

OFFICE OF THE CHIEF ATTORNEY (x)  
 OFFICE OF THE REPORTER (x)  
 PHILIPPINE JUDICIAL ACADEMY (x)  
 Supreme Court, Manila

COURT OF APPEALS (x)  
 Ma. Orosa Street  
 Ermita, 1000 Manila  
 CA-G.R. CV No. 04198

\*with copy of CA Decision dated 17 March 2020  
 and Resolution dated 29 July 2021  
**Please notify the Court of any change in your address.**  
 UDK-17301. 03/23/2022(5 & 60)URES