



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Cagayan de Oro City  
SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **March 8, 2023** which reads as follows:*

**“G.R. No. 256525 (Auburn Power Technologies, Inc., Petitioner v. Spouses Asterio A. Gonzales and Erlinda B. Gonzales, Respondents).** — This Court resolves a Petition for Review on *Certiorari*<sup>1</sup> under Rule 45 of the Rules of Court filed by petitioner Auburn Power Technologies, Inc. (*APTI*), assailing the Decision<sup>2</sup> and Resolution<sup>3</sup> of the Court of Appeals (*CA*), which reversed and set aside the Decision<sup>4</sup> rendered by the Regional Trial Court (*RTC*), which held respondent Spouses Asterio A. Gonzales (*Asterio*) and Erlinda B. Gonzales (together with *Asterio, Spouses Gonzales*) liable to pay Auburn PHP 1,136,000.00 representing the balance and interest on the purchase price of a farm tractor which was the subject of an agreement denominated as a “deed of conditional sale” by and between Spouses Gonzales as buyer and Applied Energy Corporation (*AEC*), *APTI*’s predecessor-in-interest, as seller.

**The Antecedents**

The facts as culled from the records of the case are as follows:

*AEC* and Spouses Gonzales reached an agreement regarding the acquisition of a farm tractor from *AEC* by Spouses Gonzales for PHP 1,000,000.00. Spouses Gonzales initially intended to finance the acquisition through a PHP 1,500,000.00 loan to be taken from Quedancor.<sup>5</sup> However, Quedancor denied their loan application.<sup>6</sup>

<sup>1</sup> *Rollo*, pp. 10-19.

<sup>2</sup> *Id.* at 24-38. The September 17, 2020 Decision in CA-G.R. CV No. 109945 was penned by Associate Justice Gabriel T. Robeniol, and concurred in by Associate Justices Edwin D. Sorongon and Carlito B. Calpatura of the Special Fifteenth Division, Court of Appeals, Manila.

<sup>3</sup> *Id.* at 41-42. The May 17, 2021 Resolution in CA-G.R. CV No. 109945 was penned by Associate Justice Gabriel T. Robeniol, and concurred in by Associate Justices Edwin D. Sorongon and Carlito B. Calpatura of the Former Special Fifteenth Division, Court of Appeals, Manila.

<sup>4</sup> *Id.* at 43-50. The December 27, 2016 Decision in Civil Case No. Q-09-64618 was penned by Presiding Judge Lita S. Tolentino-Genilo of Branch 91, Regional Trial Court, Quezon City.

<sup>5</sup> *Id.* at 43.

<sup>6</sup> *Id.*

The parties subsequently agreed that AEC will sell and execute an affidavit of ownership over the farm tractor in favor of Asterio in exchange for Asterio executing two promissory notes—one for PHP 400,000.00 and another for PHP 1,136,000.00, and a deed of real estate mortgage over a parcel of land titled under the name of Asterio's father.<sup>7</sup>

In consideration of the foregoing arrangement, AEC executed the deed of conditional sale which indicated that the total purchase price for the tractor is PHP 1,000,000.00 plus interest and an additional PHP 200,000.00 for ancillary costs. The Deed of conditional sale likewise stated that out of the total purchase price for the tractor, PHP 400,000.00 will be paid via the proceeds of a loan from Quedancor.<sup>8</sup> AEC thereafter delivered the tractor to Spouses Gonzales who, in turn, mortgaged the tractor to Quedancor and delivered the initial PHP 400,000.00 to AEC.<sup>9</sup>

Spouses Gonzales eventually realized that the tractor was busted and tried to return the tractor to AEC who insisted that they pay the remaining balance of the tractor.<sup>10</sup> Spouses Gonzales refused to make any additional payments on the tractor.<sup>11</sup>

Aggrieved, APTI, AEC's successor-in-interest as the surviving entity in a merger between the two,<sup>12</sup> filed a case for damages against Spouses Gonzales praying that they be compelled to pay the balance of the purchase price of the tractor, as well as moral and exemplary damages.<sup>13</sup>

After trial, the RTC rendered a Decision, the dispositive portion of which states:

**WHEREFORE**, foregoing premises considered[,] judgment is hereby rendered in favor of plaintiff and against defendants.

1. [T]he amount of ONE MILLION ONE HUNDRED THIRTY[-]SIX THOUSAND PESOS (P1,136,000.00) representing the balance of the purchase price and interest; and
2. [C]ost of suit.

**SO ORDERED.**<sup>14</sup>

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<sup>7</sup> *Id.* at 43–44.

<sup>8</sup> *Id.* at 47–48.

<sup>9</sup> *Id.* at 44.

<sup>10</sup> *Id.* at 46.

<sup>11</sup> *Id.* at 44.

<sup>12</sup> *Id.* at 13.

<sup>13</sup> *Id.* at 46.

<sup>14</sup> *Id.* at 48–49.

Spouses Gonzales moved for reconsideration but the same was denied by the RTC.<sup>15</sup>

Undeterred, Spouses Gonzales appealed<sup>16</sup> the ruling of the RTC to the CA.

On September 17, 2020, the CA issued the assailed Decision, the dispositive portion of which reads:

**WHEREFORE**, the appeal is **GRANTED**. The *Decision* dated December 27, 2016 and the *Order* dated August 24, 2017 of the Regional Trial Court of Quezon City, Branch 91, in Civil Case No. Q-09-64618 are hereby **REVERSED** and **SET ASIDE**. Plaintiff-appellee Auburn Power Technologies, Inc.'s *Complaint* is hereby **DISMISSED** for lack of merit.

**SO ORDERED.**<sup>17</sup> (Emphasis and italics in the original)

The CA held that the deed of conditional sale was a contract to sell and cited as basis the third introductory clause of the same which stated that the seller will deliver the deed of conditional sale to the buyer only upon the buyer's full payment of the purchase price.<sup>18</sup> The CA likewise held that the fourth paragraph of the deed of conditional sale affirmed the foregoing interpretation considering that the same made the tractor available for Spouses Gonzales' use subject to their periodic payments to the seller for the "cost of service," which contradict APTI's theory that the tractor was already owned by Spouses Gonzales.<sup>19</sup> As such, the CA held that given the failure of Spouses Gonzales to fulfill the suspensive condition of full payment, no contract of sale arose from which a cause of action for rescission or fulfillment of the obligation to pay the balance of the purchase price may be based.<sup>20</sup>

APTI moved for reconsideration,<sup>21</sup> but was subsequently denied by the CA via a Resolution, the dispositive portion of which states:

**WHEREFORE**, plaintiff-appellee Auburn Power Technologies, Inc.'s Motion for Reconsideration is **DENIED** for lack of merit.

**SO ORDERED.**<sup>22</sup> (Emphasis in the original)

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<sup>15</sup> *Id.* at 24.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 38.

<sup>18</sup> *Id.* at 33.

<sup>19</sup> *Id.* at 34.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.* at 11.

<sup>22</sup> *Id.* at 40.

On September 28, 2021, APTI filed the present Petition seeking the reversal and setting aside of the assailed Decision and Resolution by the CA, and the reinstatement of the RTC ruling which granted its prayer for specific performance.<sup>23</sup>

In their Petition, APTI argues that the CA gravely erred in reversing the ruling of the RTC considering that: (1) AEC's contract with Spouses Gonzales was clearly a conditional sale as evinced by the fact that the written agreement was denominated as such;<sup>24</sup> (2) the immediate turn-over of the tractor to Spouses Gonzales after execution of the contract shows that their agreement a conditional sale;<sup>25</sup> (3) the third introductory clause in the deed of conditional sale is a mere superfluity considering that Spouses Gonzales already owned the tractor;<sup>26</sup> (4) the execution of an affidavit of ownership and chattel mortgage over the tractor by Spouses Gonzales shows that they in fact already are already the owners of the tractor;<sup>27</sup> (5) the CA should not have disregarded the RTC's factual findings considering that it was in a better position to determine the merits of the controversy.<sup>28</sup>

In a Resolution,<sup>29</sup> this Court directed Spouses Gonzales to file their Comment on the Petition.

On October 17, 2022, Spouses Gonzales filed a Comment which prayed for denial of the Petition<sup>30</sup> considering that: (1) APTI violated Section 4, Rule 45 of the Rules of Court as its Petition was not accompanied by duplicate originals or certified true copies of the assailed issuances by the CA as well as other material portions of the record in support of the Petition;<sup>31</sup> (2) the signatory to APTI's Certificate of Non-Forum Shopping failed to attach any proof that he was authorized by the corporation to do the same;<sup>32</sup> and (3) no error was committed by the CA when it reversed the RTC's ruling.<sup>33</sup>

## Issues

### I.

Whether or not the Petition should be denied outright due to APTI's failure to comply with Section 4, Rule 45 of the Rules of Court;

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<sup>23</sup> *Id.* at 19.

<sup>24</sup> *Id.* at 16

<sup>25</sup> *Id.* at 16-17.

<sup>26</sup> *Id.* at 17

<sup>27</sup> *Id.*

<sup>28</sup> *Id.* at 18.

<sup>29</sup> *Id.* at 54.

<sup>30</sup> *Id.* at 66-67.

<sup>31</sup> *Id.* at 60-61.

<sup>32</sup> *Id.* at 61-62.

<sup>33</sup> *Id.* at 63-66.

## II.

Whether or not the Petition should be denied outright for APTI's failure to attach a Board Resolution as proof that its President and General Manager, Rafael M. Valdez, was authorized to execute the Certificate of Non-Forum Shopping appended to its Petition; and

## III.

Whether or not the CA erred when it held that the Deed of Conditional Sale is a contract to sell.

**This Court's Ruling**

The Petition is denied for lack of merit.

***APTI substantially complied with Rule 45 of the Rules of Court.***

Sections 4 and 5 of Rule 45 of the Rules of Court provide:

**Section 4. Contents of petition.** — The petition shall be filed in eighteen (18) copies, with the original copy intended for the court being indicated as such by the petitioner and shall (a) state the full name of the appealing party as the petitioner and the adverse party as respondent, without impleading the lower courts or judges thereof either as petitioners or respondents; (b) indicate the material dates showing when notice of the judgment or final order or resolution subject thereof was received, when a motion for new trial or reconsideration, if any, was filed and when notice of the denial thereof was received; (c) set forth concisely a statement of the matters involved, and the reasons or arguments relied on for the allowance of the petition; (d) be accompanied by a clearly legible duplicate original, or a certified true copy of the judgment or final order or resolution certified by the clerk of court of the court *a quo* and the requisite number of plain copies thereof, and such material portions of the record as would support the petition; and (e) contain a sworn certification against forum shopping as provided in the last paragraph of section 2, Rule 42.

**Section 5. Dismissal or denial of petition.** — The failure of the petitioner to comply with any of the foregoing requirements regarding the payment of the docket and other lawful fees, deposit for costs, proof of service of the petition, and the contents of and the documents which should accompany the petition shall be sufficient ground for the dismissal thereof.

The Supreme Court may on its own initiative deny the petition on the ground that the appeal is without merit, or is prosecuted manifestly for delay, or that the questions raised therein are too unsubstantial to require consideration.

Here, APTI was able to substantially comply with Section 4 of Rule 45. The copy of the Petition received by this Court included certified true copies of the assailed Decision<sup>34</sup> and Resolution<sup>35</sup> of the CA as well as a copy of the Decision<sup>36</sup> issued by the trial court. Moreover, necessary portions of the deed of conditional sale that will allow this Court to resolve the instant case were cited in the Petition as well as in the annexes attached to the same.

As to Spouses Gonzales' contention that the copy of the Petition that they received did not include any of the foregoing attachments,<sup>37</sup> We note that they maintained the same legal counsel from the start and presumably had copies of all of the relevant records of the case starting at its inception and thus were able to adequately respond to the arguments raised by APTI. In any event, We reprimand APTI's counsel for failing to exercise due care in ensuring that the copy of the Petition that it sent to Spouses Gonzales was complete.

***The President and General Manager of APTI is expressly allowed to sign the certificate of non-forum shopping even in the absence of a board resolution authorizing him to do the same.***

Anent the second issue, Spouses Gonzales' claims that the Petition should be dismissed outright for failure of APTI to attach a copy of a board resolution which shows that it authorized its president and general manager to execute the certificate of non-forum shopping appended to the Petition.<sup>38</sup> We disagree.

In *Colegio Medico-Farmacéutico de Filipinas, Inc. v. Lim*,<sup>39</sup> We held that a president of a corporation is allowed to sign the verification and the certification of non-forum shopping even without a board resolution, to wit:

A corporation exercises its powers and transacts its business through its board of directors or trustees. Accordingly, unless authorized by the board of directors or trustees, corporate officers and agents cannot exercise any corporate power pertaining to the corporation. A board resolution expressly authorizing the officers and agents is therefore required. *However, in filing a suit, jurisprudence has allowed the president of a corporation to sign the verification and the certification of non-forum shopping even without a board resolution as said officer is presumed to*

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<sup>34</sup> *Supra*, note 1.

<sup>35</sup> *Supra*, note 2.

<sup>36</sup> *Supra*, note 3.

<sup>37</sup> *Rollo*, pp. 60-61.

<sup>38</sup> *Id.* at 61-62.

<sup>39</sup> 834 Phil. 789 (2018) [Per J. Del Castillo, First Division].

*have sufficient knowledge to swear to the truth of the allegations stated in the complaint or petition.*<sup>40</sup> (Citations omitted, emphasis supplied)

Thus, as president and general manager of APTI, Rafael Valdez is expressly allowed to sign the certificate of non-forum shopping even in the absence of any board resolution evincing his authority to do the same considering that he is presumed to have sufficient knowledge to swear to the truth of the allegations stated in the Petition. It must be noted that such presumption is affirmed by Spouses Gonzales themselves considering that they declared that it was Rafael Valdez whom they dealt with, with respect to their acquisition of the tractor.<sup>41</sup>

***No error was committed by the Court of Appeals when it reversed the ruling of the trial court and held that the remedy of specific performance is not available to APTI considering that the contract of conditional sale is in fact a contract to sell.***

APTI claims that the CA gravely erred in reversing the ruling of the trial court since: (1) AEC's contract with Spouses Gonzales was clearly a conditional sale as evinced by the fact that the written agreement was denominated as such;<sup>42</sup> (2) likewise, the immediate turn-over of the tractor to Spouses Gonzales after execution of the contract shows that their agreement was a conditional sale;<sup>43</sup> (3) the third introductory clause in the Deed of Conditional sale is a mere superfluity considering that Spouses Gonzales already owned the tractor;<sup>44</sup> (4) the execution of an Affidavit of Ownership and Chattel Mortgage over the tractor by Spouses Gonzales shows that they in fact already are the owners of the tractor;<sup>45</sup> (5) the CA should not have disregarded the trial court's factual findings considering that it was in a better position to determine the merits of the controversy.<sup>46</sup>

We are unconvinced.

This Court's ruling in *Nabus v. Paason*<sup>47</sup> is instructive in resolving this controversy, to wit:

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<sup>40</sup> *Id.* at 796.

<sup>41</sup> *Rollo*, pp. 45-46.

<sup>42</sup> *Id.* at 16.

<sup>43</sup> *Id.* at 16-17.

<sup>44</sup> *Id.* at 17.

<sup>45</sup> *Id.*

<sup>46</sup> *Id.* at 18.

<sup>47</sup> 620 Phil. 344 (2009) [Per J. Peralta, Third Division].

The Court holds that the contract entered into by the Spouses Nabus and respondents was a contract to sell, not a contract of sale.

A contract of sale is defined in Article 1458 of the Civil Code, thus:

Art. 1458. By the contract of sale, one of the contracting parties obligates himself to transfer the ownership of and to deliver a determinate thing, and the other to pay therefor a price certain in money or its equivalent.

A contract of sale may be absolute or conditional.

....

*Coronel v. Court of Appeals* distinguished a contract to sell from a contract of sale, thus:

Sale, by its very nature, is a consensual contract because it is perfected by mere consent. The essential elements of a contract of sale are the following:

- a) Consent or meeting of the minds, that is, consent to transfer ownership in exchange for the price;
- b) Determinate subject matter; and
- c) Price certain in money or its equivalent.

Under this definition, a Contract to Sell may not be considered as a Contract of Sale because the first essential element is lacking. In a contract to sell, the prospective seller explicitly reserves the transfer of title to the prospective buyer, meaning, the prospective seller does not as yet agree or consent to transfer ownership of the property subject of the contract to sell until the happening of an event, which for present purposes we shall take as the full payment of the purchase price. What the seller agrees or obliges himself to do is to fulfill his promise to sell the subject property when the entire amount of the purchase price is delivered to him. In other words, the full payment of the purchase price partakes of a suspensive condition, the non-fulfilment of which prevents the obligation to sell from arising and, thus, ownership is retained by the prospective seller without further remedies by the prospective buyer.

...

Stated positively, upon the fulfillment of the suspensive condition which is the full payment of the purchase price, the prospective seller's obligation to sell the subject property by entering into a contract of sale with the prospective buyer becomes demandable as provided in Article 1479 of the Civil Code which states:

Art. 1479. A promise to buy and sell a determinate thing for a price certain is reciprocally demandable.



An accepted unilateral promise to buy or to sell a determinate thing for a price certain is binding upon the promissor if the promise is supported by a consideration distinct from the price.

A contract to sell may thus be defined as a bilateral contract whereby the prospective seller, while expressly reserving the ownership of the subject property despite delivery thereof to the prospective buyer, binds himself to sell the said property exclusively to the prospective buyer upon fulfillment of the condition agreed upon, that is, full payment of the purchase price.

A contract to sell as defined hereinabove, may not even be considered as a conditional contract of sale where the seller may likewise reserve title to the property subject of the sale until the fulfillment of a suspensive condition, because in a conditional contract of sale, the first element of consent is present, although it is conditioned upon the happening of a contingent event which may or may not occur. If the suspensive condition is not fulfilled, the perfection of the contract of sale is completely abated. However, if the suspensive condition is fulfilled, the contract of sale is thereby perfected, such that if there had already been previous delivery of the property subject of the sale to the buyer, ownership thereto automatically transfers to the buyer by operation of law without any further act having to be performed by the seller.

In a contract to sell, upon the fulfillment of the suspensive condition which is the full payment of the purchase price, ownership will not automatically transfer to the buyer although the property may have been previously delivered to him. The prospective seller still has to convey title to the prospective buyer by entering into a contract of absolute sale.

It is not the title of the contract, but its express terms or stipulations that determine the kind of contract entered into by the parties. In this case, the contract entitled "Deed of Conditional Sale" is actually a contract to sell. The contract stipulated that "as soon as the full consideration of the sale has been paid by the vendee, the corresponding transfer documents shall be executed by the vendor to the vendee for the portion sold."<sup>41</sup> Where the vendor promises to execute a deed of absolute sale upon the completion by the vendee of the payment of the price, the contract is only a contract to sell." The aforesaid stipulation shows that the vendors reserved title to the subject property until full payment of the purchase price.<sup>48</sup>

Applying the foregoing to the case at bar, no error was committed by the CA when it held that the agreement between APTI's predecessor-in-interest and Spouses Gonzales is a contract to sell and not a contract of sale nor a conditional sale. Relevantly, the third introductory clause of the Deed of Conditional Sale provides that AEC will only transfer ownership over the

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<sup>48</sup> *Id.* at 361-363.

tractor to Spouses Gonzales after full payment of the purchase price thereof, to wit:

“[T]he execution of the Deed of Absolute Sale shall be delivered by the Seller to the Buyer upon full payment or settlement of the accounts under paragraphs 1 and 2[,] hence[,] the eventual transfer of the title of ownership[.]”<sup>49</sup>

In *Tan v. Benolirao*,<sup>50</sup> We held that where the seller promises to execute a deed of absolute sale upon the completion by the buyer of the payment of the price, the contract is only a contract to sell.<sup>51</sup> Verily, given the explicit stipulation in the written agreement that ownership over the tractor will only pass to Spouses Gonzales after full payment of the purchase price, no error can be attributed to the CA when it held that the agreement between AEC and Spouses Gonzales is a contract to sell.

As to APTI’s claim that the afore quoted provision of the contract is a mere surplusage, supposedly because Spouses Gonzales already became the owners of the tractor by operation of law since they entered into a conditional sale,<sup>52</sup> which is purportedly further evinced by Spouses Gonzales’ possession of the tractor,<sup>53</sup> the same has no merit. Relevantly even if We consider the agreement to be a conditional sale, ownership has yet to pass to Spouses Gonzales since they have yet to fulfill the suspensive condition stated in the contract which is full payment of the purchase price.

Moreover, as correctly observed by the CA,<sup>54</sup> paragraph 4(a) of the deed of conditional sale gives the seller the right to make the tractor available to Spouses Gonzales for their use in their farm subject to payment for “cost of service.”<sup>55</sup> If Spouses Gonzales were already the owners of the tractor upon execution of the contract, then why do they have to essentially pay rent to use the tractor that, according to APTI, they already own? The foregoing paragraph likewise provides a more plausible explanation as to why Spouses Gonzales were given possession of the tractor in the first place.

As to the Spouses Gonzales’ supposed execution of an affidavit of ownership and a chattel mortgage over the tractor which only shows that Spouses Gonzales were already the owners of the same,<sup>56</sup> We note Spouses Gonzales’ explanation that they only did this to facilitate their loan

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<sup>49</sup> *Rollo*, p. 30.

<sup>50</sup> 619 Phil. 35 (2009) [Per J. Brion, Second Division].

<sup>51</sup> *Id.* at 49.

<sup>52</sup> *Rollo*, p. 8.

<sup>53</sup> *Id.*

<sup>54</sup> *Id.* at 34.

<sup>55</sup> *Id.*

<sup>56</sup> *Id.* at 17.

application from Quedancor<sup>57</sup> as stated in the contract. Moreover, their declaration of ownership in the foregoing documents cannot take away from the fact that per their written agreement with APTI's predecessor-in-interest, they will only acquire ownership over the tractor after full payment of the purchase price.

Further, there is likewise no merit to APTI's claim that the fact that the agreement between AEC and Spouses Gonzales was denominated as a "deed of conditional sale" is proof that the parties intended that the transaction be considered as one.<sup>58</sup> In *Nabus v. Paason*,<sup>59</sup> We held that "[i]t is not the title of the contract, but its express terms or stipulations that determine the kind of contract entered into by the parties."<sup>60</sup> Thus, AEC and Spouses Gonzales entering into an agreement denominated as a "deed of conditional sale" does not perforce make the same a conditional sale considering that the stipulations therein show that ownership over the tractor will only be transferred to Spouses Gonzales after their full payment of the purchase price which makes the same a contract to sell.

Lastly, contrary to APTI's claim, the CA is not precluded from reversing the factual findings of trial courts considering that even acting as an appellate court, it is still a trier of facts and has jurisdiction to rule on factual matters.<sup>61</sup>

As a direct consequence to the agreement between APTI's predecessor-in-interest and Spouses Gonzales being a contract to sell, Spouses Gonzales' failure to fully pay the purchase price of the tractor the contract to sell is deemed ineffective and without force and effect. Thus, a cause of action for specific performance does not arise<sup>62</sup> and the CA correctly dismissed APTI's complaint anchored on the same.

All told, no reversible error was committed by the CA when it issued the assailed Decision and Resolution.

**FOR THESE REASONS**, the Petition dated July 16, 2021 is **DENIED** for lack of merit. The Decision dated September 17, 2020 and Resolution dated May 17, 2021 issued by the Court of Appeals in CA-G.R. CV No. 109945 are **AFFIRMED** *in toto*.

**SO ORDERED.**"

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<sup>57</sup> *Id.* at 35.

<sup>58</sup> *Id.* at 16-17.

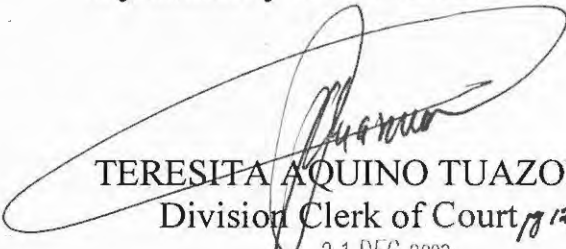
<sup>59</sup> *Supra*, note -47.

<sup>60</sup> *Id.* at 363.

<sup>61</sup> *Pascual v. Burgos*, 776 Phil. 167, 187 (2016) [Per J. Leonen, Second Division].

<sup>62</sup> *Domingo v. Alonzano*, 800 Phil. 101, 116 (2016) [Per J. Del Castillo, Second Division].

By authority of the Court:



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