



Republic of the Philippines  
Supreme Court  
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated July 7, 2020 which reads as follows:*

**“G.R. No. 211602 – SILVERIO M. ATIENZA, PERLITA M. ATIENZA, PETRONILA M. ATIENZA, ALFREDO ATIENZA AND HEIRS OF LETICIA ATIENZA, petitioners, versus VICENTE G. RAMOS, respondent.**

The petitioners raised a question regarding the Regional Trial Court (RTC) and Court of Appeal’s (CA) appreciation of the evidence which is one of fact and is beyond the ambit of this Court’s jurisdiction in a petition for review on *certiorari*. It is not this Court’s task to go over the proofs presented below to ascertain if they were appreciated and weighed correctly, most especially when the RTC and the CA speak as one in their findings and conclusions.<sup>1</sup> To be sure, the instant petition merely reiterates the factual issues and arguments raised in the appeal. The issues on the validity of the promissory notes and the deed of real estate mortgage and whether there is full payment of the loan obligations will require a review of the evidence presented. While it is widely held that this rule of limited jurisdiction admits of

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<sup>1</sup> *Gatan v. Vinarao*, G.R. No. 205912, October 18, 2017, 842 SCRA 602, 618; *Heirs of Teresita Villanueva v. Heirs of Petronila Syquia Mendoza, et al.*, 810 Phil. 172 (2017); *Bacsasar v. Civil Service Commission*, 596 Phil. 858 (2009).

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exceptions, none exists in the instant case.<sup>2</sup> At any rate, even if this Court decides these issues, the petition would still be denied.

Foremost, the petitioners are estopped from questioning the validity of the two promissory notes and the deed of real estate mortgage that they themselves executed. When the petitioners signed these documents, they were fully aware of their tenor and content. After benefiting from the proceeds of the loans, petitioners cannot now go to court and assail the validity of the documents that enabled them to obtain the loans. This is so because among the maxims of equity are (1) he who seeks equity must do equity, and (2) he who comes into equity must come with clean hands. The latter is a frequently stated maxim which is also expressed in the principle that he who has done inequity shall not have equity. It signifies that a litigant may be denied relief by a court of equity on the ground that his conduct has been inequitable, unfair and dishonest, or fraudulent, or deceitful as to the controversy in issue.<sup>3</sup> Clearly, petitioners' conduct in questioning the validity of the promissory notes and the deed of real estate mortgage, after reaping benefits therefrom, can hardly be characterized as fair, just, and reasonable.

Anent the issue of payment, it is settled that the one who alleges payment has the burden of proving it. The burden of proving that the debt had been discharged by payment rests upon the debtor once the debt's existence has been fully established by the evidence on record.<sup>4</sup> In this case, both the RTC and the CA found that petitioners have not paid the total principal loan under the two promissory notes amounting to ₱1,000,000.00. As the CA aptly discussed:

On the total amount of the loan obligation still to be paid, the records show that only a total amount of P1,290,000.00 has actually been tendered to plaintiff-appellee in payment, considering that RCBC Check No. 275564 dated December 30,

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<sup>2</sup> The recognized exceptions are: (a) When the findings are grounded entirely on speculation, surmises, or conjectures; (b) When the inference made is manifestly mistaken, absurd, or impossible; (c) When there is grave abuse of discretion; (d) When the judgment is based on a misapprehension of facts; (e) When the findings of facts are conflicting; (f) When in making its findings the CA went beyond the issues of the case, or its findings are contrary to the admissions of both the appellant and the appellee; (g) When the CA's findings are contrary to those by the trial court; (h) When the findings are conclusions without citation of specific evidence on which they are based; (i) When the facts set forth in the petition, as well as in the petitioner's main and reply briefs, are not disputed by the respondent; (j) When the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; or (k) When the CA manifestly overlooked certain relevant facts not disputed by the parties, which, if properly considered, would justify a different conclusion; see *Navaja v. Hon. de Castro, et al.*, 761 Phil. 142 (2015).

<sup>3</sup> *Toledo v. Hyden*, 652 Phil. 70 (2010).

<sup>4</sup> *Gumabon v. Philippine National Bank*, 791 Phil. 101 (2016).

1995 in the amount of P500,000.00 issued by Starlite Ferry, Inc. to defendant-appellant Alfredo Atienza and endorsed by the latter to plaintiff-appellee was dishonored and stamped “drawn against insufficient funds.” Plaintiff-appellee testified that defendant-appellant Alfredo Atienza failed to replace the said check or tender an amount to settle his obligation. This was unrebutted by defendant-appellant Alfredo Atienza. x x x<sup>5</sup>


Applying *Nacar v. Gallery Frames, et al.*,<sup>6</sup> the first loan obligation of P500,000.00 shall earn interest at the rate of 12% *per annum* computed from May 12, 1993 to June 30, 2013 and 6% *per annum* from July 1, 2013 until full payment. Similarly, the second loan obligation of P500,000.00 shall earn interest at the rate of 12% *per annum* computed from May 18, 1993 to June 30, 2013 and 6% *per annum* from July 1, 2013 until full payment.

As to the other issues raised by the petitioners that were allegedly not ruled upon by the CA, such as the maturity of the filing of the complaint, the interest of the parties against whom the complaint was filed, and the jurisdiction of the trial court over the complaint, suffice it to state that it is an accepted judicial practice that courts are not required to resolve all issues raised in pleadings, unless necessary for the resolution of the case.<sup>7</sup> Apparently, the CA deemed it inconsequential to rule upon these issues as they were not material in deciding the case.

**FOR THESE REASONS**, the petition is **DENIED** and the assailed Court of Appeals’ Decision dated March 26, 2013 in CA-G.R. CV No. 93350 is **AFFIRMED**.

**SO ORDERED.”**

**By authority of the Court:**

  
**LIBRADA C. BUENA**  
Division Clerk of Court *m. 10/20*

by:

**MARIA TERESA B. SIBULO**  
Deputy Division Clerk of Court  
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<sup>5</sup> *Rollo*, p. 57.

<sup>6</sup> 716 Phil. 267 (2013).

<sup>7</sup> *Insular Bank of Asia & America v. IAC*, 249 Phil. 417 (1988).



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The Hon. Presiding Judge  
Regional Trial Court, Branch 39  
Calapan City, 5200 Oriental Mindoro  
(Civil Case No. SCA No. R-04-5296)

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