



Republic of the Philippines
Supreme Court
Manila

FIRST DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, First Division, issued a Resolution dated **June 30, 2020** which reads as follows:*

“G.R. No. 251124 — SPOUSES REYNALDO AGARIN AND PURIFICACION S. AGARIN, ET AL., petitioners, versus SPOUSES AMADOR AND VICTORIA CANILAO, respondents. - The petitioners’ motion for an extension of thirty (30) days within which to file a petition for review on *certiorari* is **GRANTED**, counted from the expiration of the reglementary period.

The petitioners raise a question of fact as to the actual amount of damages which is beyond the ambit of this Court’s jurisdiction in a petition for review on *certiorari*. At any rate, the Court of Appeals (CA) correctly awarded temperate damages in lieu of actual damages. The petitioners claimed that they are entitled to ₱39,991.68 on the basis of the Department of Environment and Natural Resources-Community Environment and Natural Resources Office Tally Sheet. However, petitioners also admitted that the Tally Sheet did not assign the value per board foot or per cubic meter according to each timber specie. As the amount of actual damages suffered still cannot be determined with certainty, the grant of temperate damages in the amount of ₱20,000.00 is proper. The award shall earn interest at the rate of 6% *per annum* from finality of the Resolution until fully paid.¹

On the other hand, the petitioners are not entitled to moral and exemplary damages. Although there is a valid contract of lease between the parties, the petitioners failed to establish bad faith on the part of the respondents. In *MOF Company, Inc. v. Enriquez*,² it was held that “in culpa contractual or breach of contract, moral damages

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¹ *People v. Jugueta*, 783 Phil. 806 (2016).

² 431 Phil. 862 (2002).

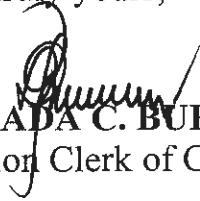
may be recovered when the defendant acted in bad faith or was guilty of gross negligence (amounting to bad faith) or in wanton disregard of his contractual obligation.”³ Since the law presumes good faith, the person claiming moral damages must prove ill motive by clear and convincing evidence.⁴ However, the petitioners failed to overcome the presumption of good faith.

FOR THESE REASONS, the petition is **DENIED**. The assailed Court of Appeals’ Decision dated May 24, 2018 in CA G.R. CV No. 03712 is **AFFIRMED** with **MODIFICATION** in that the award of temperate damages in the amount of ₱20,000.00 shall earn interest at the rate of 6% *per annum* from finality of the Resolution until fully paid.

The petitioners are hereby **DIRECTED** to **SUBMIT**, within five (5) days from notice hereof, the soft copies in compact disc, USB or e-mail containing the PDF files of the signed motion for extension of time to file a petition for review on certiorari and the signed petition itself, pursuant to A.M. Nos. 10-3-7-SC and 11-9-4-SC.

SO ORDERED.”

Very truly yours,


LIBRADA C. BUENA
Division Clerk of Court *27/10/20*

by:

MARIA TERESA B. SIBULO
Deputy Division Clerk of Court
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Court of Appeals
6000 Cebu City
(CA-G.R. CV No. 03712)

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The Hon. Presiding Judge
Regional Trial Court, Branch 61
Kabankalan City, 6111 Negros Occidental
(Civil Case No. 1139)

³ *Id.* at 871.

⁴ *MOF Company, Inc. v. Enriquez, supra.*

