

## THIRD DIVISION

[ G.R. No. 175587, October 24, 2008 ]

**PHILIPPINE COMMERCIAL INTERNATIONAL BANK, PETITIONER,  
VS. JOSEPH ANTHONY M. ALEJANDRO, RESPONDENT.**

### RESOLUTION

**YNARES-SANTIAGO, J.:**

This resolves the motion for reconsideration of respondent praying for an increase in the amount of damages awarded in his favor in our September 21, 2007 Decision.

Respondent argues that the award of nominal damages of P50,000.00 should be increased to P2 Million based on the P18,798,734.69 preliminary attachment bond posted by petitioner; that his social/professional standing warrants the award of moral damages in the amount of P5 Million instead of P500,000.00; that attorney's fees of P1 Million and not P200,000.00 should be awarded considering the nature of the case, the services rendered by the counsel, and the latter's professional standing; and that the P500,000.00 exemplary damages should be increased to deter petitioner from securing writs of attachment without basis.

The contentions are without merit.

The award of P500,000.00 as moral damages is commensurate to the anxiety and inconvenience suffered by respondent. To award him the amount of P5 Million under the circumstances is scandalously excessive. Other than the self-serving allegations that he suffered untold humiliation when he disclosed to his clients the pendency of the attachment case, respondent did not present any witness to whom he made such disclosure. He thus failed to prove by preponderance of evidence the degree of moral suffering or injury he suffered to convince the Court to increase the award. To arrive at a judicious approximation of emotional or moral injury, competent and substantial proof of the suffering experienced must be laid before the court. Essential to this approximation are definite findings as to what the alleged moral damages suffered consisted of; otherwise, such damages would become a penalty rather than a compensation for actual injury suffered.<sup>[1]</sup>

Likewise, the award of P50,000.00 as nominal damages is proper under the circumstances. Nominal damages are not intended as indemnification for any loss suffered. It is an award decreed to vindicate the violation of a right;<sup>[2]</sup> it could be properly based on the duration of the period during which the plaintiff was prevented from exercising such right. In the instant case, the amount of the bond posted does not prove the actual sum garnished. The period of two months during which respondent was prevented from using the subject bank deposits is thus the most appropriate yardstick in determining the amount of nominal damages. Under the circumstances, the amount of P2 Million being claimed by respondent is excessive and without basis.