

## THIRD DIVISION

[ G.R. No. 154276, September 28, 2007 ]

**CONRADO CUYUGAN, PETITIONER, VS. RODOLFO SIASOCO,  
RESPONDENT. [\*]**

### D E C I S I O N

**AUSTRIA-MARTINEZ, J.:**

Before the Court is a Petition for Review on *Certiorari* under Rule 45 of the Rules of Court, seeking to reverse the Decision<sup>[1]</sup> of the Court of Appeals (CA) dated June 17, 2002 in CA-G.R. No. CV-65439 which modified the Decision of the Regional Trial Court (RTC) of Marikina City.

The case originated as a Complaint<sup>[2]</sup> for Sum of Money with Attachment, filed on October 18, 1995, by Conrado Cuyugan (petitioner) against Rodolfo Siasoco (respondent) with the RTC of Marikina City. Petitioner alleged that he owned a printing press, called CPAAA Prints, located in Marikina City; that prior to the May 1995 elections, the respondent, then a candidate for vice mayor of Marikina, ordered from the petitioner various election campaign materials such as stickers, handbills, posters, sample ballots and others; that as a result, the respondent incurred an obligation of P212,890.00 to the petitioner; that the petitioner made several demands for the respondent to pay; and that in spite of several demands, the respondent failed to settle his obligations.

In his Answer,<sup>[3]</sup> the respondent averred that, indeed, he ordered campaign materials from the petitioner; however, his monetary obligations to the petitioner have all been settled and what remain unpaid are the obligations of other candidates for which the respondent is not responsible. The respondent then pleaded a counterclaim for moral and exemplary damages and attorney's fees.

The RTC conducted a pre-trial conference and in its pre-trial Order,<sup>[4]</sup> entered the following stipulations of facts from the parties:

1. That the defendant (respondent) is [sic] a vice-mayorality candidate in the last elections in the City of Marikina in 1995;
2. That the plaintiff (petitioner) was one of the sources of the election materials by the defendant inclusive of all the party mates running.

After trial on the merits, the RTC rendered its Decision<sup>[5]</sup> dated June 30, 1999, holding the respondent liable for his monetary obligations to the petitioner. The dispositive portion of the decision reads:

WHEREFORE, foregoing premises considered, judgment is hereby rendered in favor of plaintiff [petitioner] and against defendant

[respondent] ordering the latter:

1. to pay plaintiff the principal amount of P183,210.00 plus legal interest from October 18, 1995, the time of the filing of the complaint until the entire principal obligation has been fully paid;
2. to pay plaintiff the amount of P30,000.00 as and by way of attorney's fees; and
3. to pay plaintiff the costs of this suit;

SO ORDERED.

Respondent appealed the decision to the CA.

On June 17, 2002, the CA rendered its Decision,<sup>[6]</sup> modifying the decision of the RTC, by reducing the liability of the respondent to P20,945.00 plus interest of 6% per annum counted from the time the complaint was filed up to the date of full payment.

In its Decision, the CA found that the respondent ordered campaign materials worth an aggregate of only P290,945.00, of which a total of P270,000.00 had already been paid, leaving an unsettled obligation of only P20,945.00. The CA based respondent's obligations on the purchase orders he executed to order the materials as well as the statement of account issued by the petitioner. Then, the CA based the respondent's total payments on the checks he issued to the petitioner, who admitted encashing the same. The CA held that the respondent should not be held accountable for campaign materials indicated in the statement of account but intended for other candidates in the respondent's campaign ticket, as he did not agree to shoulder these.

Hence, the instant petition for review by the petitioner.

The petitioner claims that he had proved during trial that the respondent ordered and received delivery of the campaign materials of the other candidates running in his party; thus, the respondent is liable for their payment. In addition, the petitioner alleges that actually, proof of this fact is unnecessary, as one of the stipulations made during the pre-trial conference was "that petitioner's printing press shop was to be the main source of campaign materials including all of the other party mates."<sup>[7]</sup>

The Court is not persuaded by petitioner's arguments.

The issue for resolution by the Court is: whether the respondent is liable for the campaign materials of the other candidates belonging to his party.

To resolve the issue at hand, there is a need to answer the following questions: whether the petitioner presented sufficient evidence to establish his claim against the respondent with regard to the other candidates' materials; and, whether a presentation of such evidence had been obviated by stipulations made during pre-trial, in which respondent purportedly admitted liability.

On the question of sufficiency of petitioner's evidence, the general and time-honored rule is that in an appeal by *certiorari*, the Court does not resolve controversies involving factual questions, as the Court is empowered only to resolve purely questions of law.<sup>[8]</sup> However, this rule admits of a few exceptions, among which are when the findings of the trial court and the appellate court are in conflict<sup>[9]</sup> and when the trial court has overlooked, ignored or disregarded some facts or circumstance of weight or significance which if considered would have altered the case.<sup>[10]</sup>

Since the trial court and the appellate court diverge on the issue of whether the respondent ordered and took delivery of the campaign materials of his fellow candidates in his political party, which makes him liable for their payment, the Court now examines the evidence on record.

The Court finds that the petitioner was unable to substantiate his claims that it was respondent who ordered and received his partymates' materials, which would have made respondent responsible for their payment. The Court adopts the CA's finding on the matter as follows:

The basis of Cuyugan's claim that the unpaid campaign materials were delivered to Siasoco is one unsigned Sales Invoice (Exhibit "C-3") and twenty two (22) delivery receipts (Exhibits "C-4" to "C-25"). However, a careful examination of these delivery receipts reveals that only two (2) out of the twenty two (22) delivery receipts were duly acknowledged by a certain Nora and another person whose signature is illegible, both not proven to be representatives of Siasoco (TSN, July 16, 1998, pp. 8-10). The rest of the delivery receipts are unsigned and do not show that they were in fact received either by Siasoco himself or his authorized representative. (Folder of Exhibits, pp. 7 & 8).

On cross-examination, Cuyugan admitted that he was not sure whether the personnel who picked up the campaign materials from his office are employees of Siasoco. Thus -

Atty. Bugaring: You said you are a businessman? Of course, you issue delivery receipts, is that correct?

Witness: Yes, sir.

Atty. Bugaring: And this delivery receipt subject matter of this case properly signed by this ... personnel who received these items, is that correct? Yes or no?

Witness: I usually prepare delivery receipts.

Atty. Bugaring: My question is this properly acknowledged by the person who received the same? Yes or no.

Witness: I could not recall.

Atty.  
Bugaring: May we just ask the witness to just answer not to argue with counsel, your Honor. I am just simply asking whether the delivery receipts were acknowledged by the recipient?

Court: Just answer.

Witness: First delivery was acknowledged and then the latest delivery, I could not recall.

Atty.  
Bugaring: You mean to say that under your business operation, you just let your goods be taken out without the proper acknowledgement who received the same? Yes or no?

Witness: In some instances because there were times that when they picked up the goods, I was not in the office.

Atty.  
Bugaring: You agree with me that most of your delivery receipts were not really acknowledged by the person who received the same?

Atty.  
Bayhon: Argumentative Your Honor.

Atty.  
Bugaring: As shown by your Exhibit "C" and submarkings. I am showing to you your Exhibit "C." You agree with me that most of these delivery receipts was (sic) not acknowledged by the recipient. You could go over it and tell me.

Witness: Yes, sir.

Atty.  
Bugaring: So in these delivery receipts that were not acknowledged, you agree with me that you are (sic) not present in your office, as you said earlier... that the reason that they were not acknowledged because you are (sic) not around.

Witness: Some instances.

Atty.  
Bugaring: So you are not also sure whether it was the people of the defendant who picked up these goods because you are (sic) not present?

Witness: Yes, sir.  
(TSN, 16 July 1998, pp. 10-15).