

SECOND DIVISION

[G.R. No. 114791, May 29, 1997]

**NANCY GO AND ALEX GO, PETITIONERS, VS. THE HONORABLE
COURT OF APPEALS, HERMOGENES ONG AND JANE C. ONG,
RESPONDENTS.
D E C I S I O N**

ROMERO, J.:

No less than the Constitution commands us to protect marriage as an inviolable social institution and the foundation of the family.^[1] In our society, the importance of a wedding ceremony cannot be underestimated as it is the matrix of the family and, therefore, an occasion worth reliving in the succeeding years.

It is in this light that we narrate the following undisputed facts:

Private respondents spouses Hermogenes and Jane Ong were married on June 7, 1981, in Dumaguete City. The video coverage of the wedding was provided by petitioners at a contract price of P1,650.00. Three times thereafter, the newlyweds tried to claim the video tape of their wedding, which they planned to show to their relatives in the United States where they were to spend their honeymoon, and thrice they failed because the tape was apparently not yet processed. The parties then agreed that the tape would be ready upon private respondents' return.

When private respondents came home from their honeymoon, however, they found out that the tape had been erased by petitioners and therefore, could no longer be delivered.

Furious at the loss of the tape which was supposed to be the only record of their wedding, private respondents filed on September 23, 1981 a complaint for specific performance and damages against petitioners before the Regional Trial Court, 7th Judicial District, Branch 33, Dumaguete City. After a protracted trial, the court a quo rendered a decision, to wit:

"WHEREFORE, judgment is hereby granted:

1. Ordering the rescission of the agreement entered into between plaintiff Hermogenes Ong and defendant Nancy Go;
2. Declaring defendants Alex Go and Nancy Go jointly and severally liable to plaintiffs Hermogenes Ong and Jane C. Ong for the following sums:
 - a) P450.00, the down payment made at contract time;

- b) P75,000.00, as moral damages;
- c) P20,000.00, as exemplary damages;
- d) P5,000.00, as attorney's fees; and
- e) P2,000.00, as litigation expenses;

Defendants are also ordered to pay the costs.

SO ORDERED."

Dissatisfied with the decision, petitioners elevated the case to the Court of Appeals which, on September 14, 1993, dismissed the appeal and affirmed the trial court's decision.

Hence, this petition.

Petitioners contend that the Court of Appeals erred in not appreciating the evidence they presented to prove that they acted only as agents of a certain Pablo Lim and, as such, should not have been held liable. In addition, they aver that there is no evidence to show that the erasure of the tape was done in bad faith so as to justify the award of damages.^[2]

The petition is not meritorious.

Petitioners claim that for the video coverage, the cameraman was employed by Pablo Lim who also owned the video equipment used. They further assert that they merely get a commission for all customers solicited for their principal.^[3]

This contention is primarily premised on Article 1883 of the Civil Code which states thus:

"ART. 1883. If an agent acts in his own name, the principal has no right of action against the persons with whom the agent has contracted; neither have such persons against the principal.

In such case the agent is the one directly bound in favor of the person with whom he has contracted, as if the transaction were his own, except when the contract involves things belonging to the principal.

xxx
xxx

xxx"

Petitioners' argument that since the video equipment used belonged to Lim and thus the contract was actually entered into between private respondents and Lim is not deserving of any serious consideration. In the instant case, the contract entered into is one of service, that is, for the video coverage of the wedding. Consequently, it can hardly be said that the object of the contract was the video equipment used. The use by petitioners of the video equipment of another person is of no consequence.

It must also be noted that in the course of the protracted trial below, petitioners did