

THIRD DIVISION

[G.R. No. 109173, July 05, 1996]

**CITY OF CEBU, PETITIONER, VS. THE COURT OF APPEALS
(SIXTEENTH DIVISION), HON. JUDGE RODOLFO BELLAFLOR AND
MERLITA CARDENO, RESPONDENTS.**

RESOLUTION

FRANCISCO, J.:

One of the basic tenets of procedural law is a liberal interpretation of the Rules of Court in order to promote their object and to assist the parties in obtaining just, speedy, and inexpensive determination of every action and proceeding.^[1] Time and again, this Court has stressed that the primordial concern of rules of procedure is to secure substantial justice. Otherwise stated, they are but a means to an end. Hence, a rigid and technical enforcement of these rules which overrides the ends of justice shall not be countenanced. Substance cannot be subordinated to procedure when to do so would deprive a party of his day in court on the basis solely of a technicality.^[2] The case before us illustrates how a stringent application of procedural rules, when uncalled for, can result in a contravention of the foregoing principle and the consequent subversion of justice.

The antecedent facts are undisputed. Private respondent Merlita Cardeno is the owner of a parcel of land with an area of 2,019 square meters located at Sitio Sto. Nino, Alaska-Mambaling and covered by Transfer Certificate of Title No. 116692. On February 25, 1992, the petitioner, City of Cebu, filed a complaint for eminent domain against private respondent with Branch II of the Regional Trial Court (RTC) of Cebu City seeking to expropriate the said parcel of land. The complaint was initiated pursuant to Resolution No. 404 and Ordinance No. 1418, dated February 17, 1992, of the Sangguniang Panlungsod of Cebu City authorizing the City Mayor to expropriate the said parcel of land for the purpose of providing a socialized housing project for the landless and low-income city residents.^[3]

Private respondent filed a motion to dismiss the said complaint on the ground of lack of cause of action. She asseverated that the allegations contained in paragraph VII of the complaint, to wit:

"That repeated negotiations had been made with the defendant to have the aforementioned property purchased by the plaintiff through negotiated sale without resorting to expropriation, but said negotiations failed."^[4]

do not show compliance with one of the conditions precedent to the exercise of the

power of eminent domain by a local government unit as enunciated in Section 19 of R.A. 7160^[5] which provides in part that:

"A local government unit may, through its chief executive and acting pursuant to an ordinance, exercise the power of eminent domain x x x; Provided, however, That the power of eminent domain may not be exercised unless a valid and definite offer has been previously made to the owner, and such offer was not accepted x x x ." [Italics supplied.]

Petitioner sought to establish compliance with the abovesited requirement by alleging in its "Comment and Opposition" to private respondent's Motion to Dismiss, the following facts:

"7. To further pursue its desire to acquire the property concerned, the plaintiff made on October 28, 1991, another offer to Mrs. Cardeno, through her lawyer, Atty. Omar Redula, for the purchase of her property in the amount of Four Hundred Seventy Eight Thousand (P478,000.00) Pesos. x x x;

"8. The said offer was again refused, thus the resort by the plaintiff to expropriation."^[6]

The RTC nevertheless dismissed the complaint and ruled as follows:

"The allegations in the complaint which is (sic) relevant to the seemingly or apparent compliance of (sic) that condition precedent is found in paragraph VII thereto (sic) which reads:

'That repeated negotiations had been made with the defendant to have the aforementioned property purchased by the plaintiff through negotiated sale without resorting to expropriation, but said negotiations failed.'

"The import or meaning of the said allegation in paragraph VII of the complaint aforequoted to the mind of the Court does not convey or connote the same meaning or import or even approximate, the condition precedent required,

'Unless a valid and definite offer has been previously made to the owner and such offer was not accepted.'

"The Court is of the opinion that the City of Cebu has not complied with the condition precedent, hence, the complaint does not state a cause of action."^[7]

Furthermore, in disregarding petitioner's allegations in its "Comment and

Opposition," the RTC invoked the oft-cited rule that where the ground for dismissal is that the complaint states no cause of action, its sufficiency can only be determined from the facts alleged in the complaint and no other.^[8]

Aggrieved, petitioner filed a special civil action for certiorari before the Court of Appeals which, however, affirmed the above ruling of the RTC. According to the Court of Appeals, an allegation of repeated negotiations made with the private respondent for the purchase of her property by the petitioner, "cannot by any stretch of imagination, be equated or likened to the clear and specific requirement that the petitioner should have previously made a valid and definite offer to purchase."^[9] It further added that the term "negotiation" which necessarily implies uncertainty, it consisting of acts the purpose of which is to arrive at a conclusion, may not be perceived to mean the valid and definite offer contemplated by law.^[10]

Petitioner's contention that it could have presented evidence in the course of the trial to prove full compliance with Section 19 of R.A. No.7160 had the RTC not dismissed the case outrightly, fell on deaf ears.^[11] The Court of Appeals declared it procedurally unacceptable to ascertain the existence of a cause of action from any source other than the allegations in petitioner's complaint.

An offshoot of the foregoing is the instant petition for review on certiorari which has essentially become a battle of semantics being waged before this Court. While petitioner reiterates that paragraph VII of the complaint sufficiently states compliance with the requirement of "a valid and definite offer," private respondent insists that the term "negotiations" is too broad to be equated with the said requirement.^[12] Elaborating, private respondent posited that by definition, "negotiations run the whole range of acts preparatory to concluding an agreement, from the preliminary correspondence; the fixing of the terms of the agreement; the price; the mode of payment; obligations of (sic) the parties may conceive as necessary to their agreement."^[13] Thus, "negotiations" by itself may pertain to any of the foregoing and does not automatically mean the making of "a valid and definite offer."

At the outset, it must be said that without necessarily delving into the parties' semantical arguments, this Court finds that the complaint does in fact state a cause of action. What may perhaps be conceded is only the relative ambiguity of the allegations in paragraph VII of the complaint. However, as We have previously held, a complaint should not be dismissed upon a mere ambiguity, indefiniteness or uncertainty of the cause of action stated therein for these are not grounds for a motion to dismiss but rather for a bill of particulars.^[14] And,

"x x x though the allegations in the complaint are ambiguous, indefinite or uncertain but, nevertheless, a cause of action can, in any manner, be made out therefrom, and the plaintiff would be entitled to recover in any aspect of the facts or any combination of the facts alleged, if they were to be proved, then the motion to dismiss should be denied."^[15]

In other words, a complaint should not be dismissed for insufficiency unless it