

FOURTH DIVISION

[CA-G.R. CV. NO. 95176, November 20, 2014]

**WILSON G. CHUA, DOING BUSINESS UNDER THE NAME AND
STYLE WIN MULTIRICH BUILDERS, PLAINTIFF-APPELLANT, VS.
SPS. LOWELL TANGI AND ELVIRA TANGI, DEFENDANTS-
APPELLEES,**

DECISION

SORONGON, J.:

This is an appeal by Wilson G. Chua (plaintiff-appellant) from the *Decision*^[1] dated December 17, 2009 of the Regional Trial Court of Manila, Branch 20, dismissing the case for Sum of Money and Damages against defendants-appellees Sps. Lowell and Elvira Tangi (defendant-appellees) in *Civil Case No. 07-117340*. The *fallo* of the assailed decision reads:

"Premised on the forgoing, the Court finds for the defendants and judgment is hereby rendered DISMISSING the case as well as defendants' counterclaims."

The facts as found from the records run this way:

Sometime in May 2005, defendants-appellees engaged the services of plaintiff-appellant to construct their three-storey with deck residence at 1569-1571 G. Tuazon St. Sampaloc, Manila. The initial contract price was Two Million Eight Hundred Fifty Thousand Pesos (P2,850,000.00) payable thru progress billing and with a down payment of 30%. The construction is to be completed within 150 working days to commence after procurement of the necessary government permits. In July 2006, defendants-appellees requested for additional furnishing works for a contract price of One Million Four Hundred Seven Thousand Seven Pesos and 10/100 (P1,407,007.10). Again in August 2006, defendants-appellees requested for additional ground floor extension for a contract price of Two Hundred Thirty-One Thousand Three Hundred Sixty-Four & 95/100 (P231,364.95). These additional works were promptly accommodated by plaintiff-appellant.

Progress billings were sent by plaintiff-appellant to the defendants-appellees which the latter also paid except for the remaining bill of Seven Hundred Forty Eight Thousand Four Hundred Sixty-Six Pesos and 76/100 (P748,466.76), which defendants-appellees, to date and despite demand, refused and failed to pay.

In their Answer^[2], defendants-appellees alleged the following: (i) they disputed the legal personality of Win Multi Rich Builders because plaintiff-appellant never represented himself to them as doing business under such trade name. They

engaged the services of plaintiff-appellant for the construction of their three-storey residential structure and never with Win Multi Rich Builders; (ii) the construction of their house started on June 8, 2005. For the first two months, work was fast but slowed down on the third month because there were no materials to work on so the laborers were left idle. A month after the downpayment was given, defendant-appellee Elvira Tangi (Mrs. Tangi) gave P500,000.00 to plaintiff-appellant; (iii) plaintiff-appellant did not finish the construction works despite having been paid the total amount of Three Million Two Hundred Thousand Pesos (P3,200,000.00) more than the construction price agreed upon. The project was estimated to be only 50% to 60% finished in terms of accomplished work. As a result, PAG-IBIG did not release their remaining loan balance because the house was not 90% completed; (iv) the delay and stoppage of work had compelled defendants-appellees to hire the services of new workers to complete the construction of the house. For this purpose they have to sell their house in Antipolo to meet the expenses these additional works entail; (v) plaintiff-appellant did not issue any official receipt or provisional receipt for the payments they made except for a few pieces of commercially printed cash vouchers. Save for the Progress Billing dated October 5, 2006, they did not receive any progress billing.

After trial on the merits, the court *a quo* rendered the now assailed decision.

Via this appeal plaintiff-appellant seeks a reversal arguing that:

- I. THE COURT A QUO COMMITTED GRIEVOUS ERROR WHEN IT FAILED TO CONSIDER THE EXISTENCE OF SEPARATE CONTRACTS, INDEPENDENT AND DISTINCT FROM EACH OTHER, BETWEEN THE PARTIES WITH RESPECT TO THE CONSTRUCTION BY APPELLANT OF THE RESIDENTIAL BUILDING OF APPELLEES, PARTICULARLY THE ROUGHING-IN WORKS, THE ADDITIONAL WORKS AND THE FINISHING WORKS;**
- II. THE COURT A QUO COMMITTED GRIEVOUS ERROR WHEN IT FAILED TO CONSIDER THE OBLIGATIONS OF APPELLEES TO APPELLANT ARISING FROM CONTRACTS SEPARATE AND DISTINCT FROM EACH OTHER;**
- III. THE COURT A QUO COMMITTED GRIEVOUS ERROR WHEN IT APPLIED ARTICLE 1724 OF THE CIVIL CODE AND DISMISSED THE INSTANT CASE;**
- IV. THE COURT A QUO COMMITTED ERROR WHEN IT DENIED THE RELIEFS SOUGHT BY APPELLANT AS PRAYED FOR IN THIS COMPLAINT AND SUBSTANTIATED DURING TRIAL.**

Briefly, plaintiff-appellant insists that his contract to construct the three-storey residence of defendants-appellees consists of four parts, which are independent and distinct from each other. The first contract refers to the main or original contract the cost of which amounted to P2,850,000.00; the second, pertains to the first additional works in the amount of P71,700.00; the third, to the ground floor extension in the amount of P231,364.95; and the fourth, to the finishing works for the ground floor extension amounting to P1,407,007.30.