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Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

VDM TRADING, INC. AND SPOUSES LUIS AND NENA DOMINGO, represented by their Attorney-in-Fact, ATTY. F. WILLIAM L. VILLAREAL,
Petitioners,

- versus -

LEONITA CARUNGCONG AND WACK WACK TWIN TOWERS CONDOMINIUM ASSOCIATION, INC.,
Respondents.

G.R. No. 206709

Present:

CARPIO, *J.*, *Chairperson*,
PERLAS-BERNABE,
CAGUIOA,
J. REYES, JR.,* and
HERNANDO,** *JJ.*

Promulgated:

06 FEB 2019

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DECISION

CAGUIOA, *J.*:

Before the Court is a Petition for Review on *Certiorari*[1] (Petition) under Rule 45 of the Rules of Court filed by petitioners VDM Trading, Inc. (petitioner VDM) and Spouses Luis and Nena Domingo (collectively referred to as the petitioners Sps. Domingo), assailing the Decision[2] dated July 13, 2012 (assailed Decision) and Resolution[3] dated March 20, 2013 (assailed Resolution) of the Court of Appeals (CA) Eleventh Division in CA-G.R. CV No. 89479.

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* On wellness leave.
** Additional Member per S.O. No. 2630.
1 *Rollo*, pp. 9-31.
2 Id. at 33-51; penned by Associate Justice Magdangal M. De Leon, with Associate Justices Stephen C. Cruz and Myra V. Garcia-Fernandez concurring.
3 Id. at 53-54.

The Facts and Antecedent Proceedings

As narrated by the CA in the assailed Decision and as culled from the records of the instant case, the essential facts and antecedent proceedings of the case are as follows:

On August 21, 2002, petitioner VDM and the petitioners Sps. Domingo filed before the Regional Trial Court of Mandaluyong City, Branch 213 (RTC) a Complaint for Damages[4] (Complaint) against respondents Leonita Carungcong (respondent Carungcong), Wack Wack Twin Towers Condominium Association, Inc. (respondent Wack Wack), and Hak Yek Tan (Tan).

In the said Complaint, it was alleged that petitioner VDM is the owner of Unit 2208B-1 (the Unit) located at Wack Wack Twin Towers Condominium (the Condominium) at Wack Wack Road, Mandaluyong City. Petitioner Nena Domingo (petitioner Nena), the majority stockholder of petitioner VDM, and her husband, petitioner Luis Domingo (petitioner Luis), are the actual occupants of the Unit.

Sometime in December 1998, while the petitioners Sps. Domingo were in the United States, petitioner Nena's sister, Nancy Lagman-Castillo (Lagman-Castillo), discovered that soapy water was heavily penetrating through the ceiling of the Unit. With the leak persisting for several days, Lagman-Castillo reported the matter with the petitioners Sps. Domingo's counsel and attorney-in-fact, Atty. William Villareal (Atty. Villareal), as well as respondent Wack Wack's building administrator.

On December 10, 1998, Atty. Villareal allegedly met with respondent Wack Wack's Acting Property Manager, Arlene Cruz (Cruz), who supposedly revealed that she previously conducted an inspection on the Unit and found that the strong leak apparently came from Unit 2308B-1, which is located directly above the Unit. Unit 2308B-1 is owned by respondent Carungcong, but was being leased by Tan at that time. Cruz allegedly explained that Unit 2308B-1's balcony, which was being utilized as a laundry area, had unauthorized piping and plumbing works installed therein, which were in violation of respondent Wack Wack's rules and regulations, as well as the building's original plans.

Atty. Villareal conducted his own inspection of the Unit in the presence of Lagman-Castillo and Cruz, and noted damages on the following: (1) ceilings and walls, including the wall paper and panel board; (2) cabinets and other improvements on the wall; (3) narra flooring, which showed warping and permanent discoloration; (4) bed, mattress, sheets, and covers; (5) curtains, which showed signs of shrinking and deterioration; (6) personal clothing, articles of personal use, and important documents inside the cabinet; and (7) miscellaneous damages.

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[4] Id. at 55-66.

For this reason, on behalf of the petitioners Sps. Domingo, Atty. Villareal sent a letter[5] dated December 16, 1998, demanding that respondents Wack Wack and Carungcong make restoration works and/or pay for the damages caused upon the Unit.

When no action was taken by respondents Wack Wack and Carungcong after the lapse of a considerable length of time, Atty. Villareal allegedly sent another letter[6] dated September 1, 1999 to respondents Wack Wack, Carungcong, and Tan, as well as Golden Dragon Real Estate Corporation (Golden Dragon), the developer of the Condominium, demanding that repairs be made on the Unit.

Subsequently, repair works on the Unit were referred to M. Laher Construction (M. Laher) for a quotation. In its letter[7] dated September 1, 2000 addressed to petitioner Luis, M. Laher stated that the estimated cost in repairing the Unit's balcony, master bedroom, dining and living room, and the children's room amounted to ₱490,635.00. Afterwards, several demand letters[8] were sent by the counsel of the petitioners Sps. Domingo to respondents Wack Wack, Carungcong, Tan, and Golden Dragon for the payment of the amount quoted by M. Laher, but to no avail.

Hence, the petitioners Sps. Domingo were constrained to file their Complaint. As stated in the Complaint, the cause of action against Tan is based on the supposed "unauthorized installation of plumbing in the balcony of Unit 2308-B1 and x x x unauthorized conversion of said balcony into a laundry/wash area"[9] undertaken by Tan. As regards, respondent Carungcong, she was being held solidarily liable with respondent Tan as the registered owner of Unit 2308-B1, allegedly failing in her responsibility of ensuring that Tan is complying with all of the rules and regulations of respondent Wack Wack.[10] With respect to respondent Wack Wack, the cause of action was based on the latter's alleged act of being "utterly negligent in failing to enforce and implement the Association's Rules and Regulations prohibiting illegal or unauthorized constructions, additions, or alteration by tenants to their units."[11]

The petitioners Sps. Domingo prayed for the award of ₱490,635.00 as actual damages, ₱300,000.00 as exemplary damages, and ₱40,000.00 as attorney's fees, litigation expenses, and costs of suit.

Summonses were served upon all the respondents, except Tan who was no longer residing at the given address.

Subsequently, respondent Wack Wack filed an Answer with Counterclaim and Crossclaim[12] against respondent Carungcong and Tan. It was respondent Wack Wack's contention that the responsibility of enforcing

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5 Id. at 72-73.
6 Id. at 74-75.
7 Id. at 76-77.
8 Id. at 78-85.
9 Id. at 61.
10 Id. at 61-62.
11 Id. at 62.
12 Id. at 90-99.

and monitoring the policies on the use and occupancy of condominium units lied solely with Golden Dragon, as embodied in the Amended Master Deed with Declaration of Restrictions of Wack Wack Twin Towers (Amended Master Deed).[13] As stipulated therein, Golden Dragon had the duty to orient the unit owners of the Condominium on the prohibitions and restrictions regarding the construction, repair, or alteration of any structure within the units. On the other hand, respondent Wack Wack's obligation was limited to the implementation of the house rules and regulations affecting only the common and limited areas of the Condominium.

In its crossclaim, respondent Wack Wack alleged that if there was indeed any damage caused on the Unit, it would have been due to Tan's wrongdoing and the failure of respondent Carungcong to diligently and regularly monitor the former's activities.

For her part, respondent Carungcong filed her Answer with Third Party Complaint[14] against Golden Dragon and its specialty contractor, Stalwart Builders Corporation (Stalwart). Respondent Carungcong argued that the soapy water which seeped through the ceiling of the Unit did not come from the balcony of her unit, Unit 2308B-1. Also, the installation of piping and plumbing works done by Stalwart was done with the permission and approval of Golden Dragon. She countered that if there was any defect in the plumbing works, the damages on the Unit should be assessed against Golden Dragon and Stalwart.

Summonses were not served upon Golden Dragon and Stalwart as they were no longer holding office in the addresses supplied by respondent Carungcong.[15] As such, the RTC did not tackle anymore the Third Party Complaint.

The Ruling of the RTC

On December 19, 2006, the RTC rendered its Decision[16] granting the Complaint against respondent Carungcong, the dispositive portion of which reads:

> WHEREFORE, in view of the foregoing[,] judgment is hereby rendered granting the [C]omplaint against [respondent] Carungcong, and ordering the said [respondent] to pay [petitioner] the following amounts:
>
> (1) Php 490,635.00 as actual damages;
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> (2) Php 100,000.00 as legal fees.
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> SO ORDERED.[17]

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13 Id. at 100-114.
14 Id. at 118-123.
15 Id. at 153.
16 Id. at 283-287. Penned by Acting Presiding Judge Marissa M. Guillen.
17 Id. at 287.

The petitioners VDM and Sps. Domingo filed their Motion for Partial Reconsideration[18] dated January 10, 2007, praying that respondent Wack Wack be held solidarily liable with respondent Carungcong pursuant to the provisions of the Amended Master Deed.

Respondent Carungcong likewise moved for a reconsideration[19] of the RTC's Decision, maintaining that the petitioners VDM and Sps. Domingo's causes of action should be directed and litigated against Golden Dragon instead.

In its Order[20] dated July 18, 2007, the RTC modified its Decision and held that respondent Wack Wack is solidarily liable with respondent Carungcong for the award of damages granted to the petitioners. Meanwhile, the Motion for Reconsideration filed by respondent Carungcong was denied for lack of merit.

Hence, respondents Carungcong and Wack Wack appealed the RTC's Decision and Order before the CA.

The Ruling of the CA

In the assailed Decision, the CA granted the appeal of respondents Carungcong and Wack Wack, reversing the RTC's Decision dated December 19, 2006 and Order dated July 18, 2007. The dispositive portion of the assailed Decision reads:

> **WHEREFORE,** the appeal is **GRANTED**. The appealed *Decision* and *Order* are **REVERSED and SET ASIDE**. The complaint for damages is hereby **DISMISSED**.
>
> **SO ORDERED.**[21]

In sum, the CA found that the records are bereft of any evidence showing that the damage to the petitioners' Unit was caused by the plumbing works done on the balcony of Unit 2308B-1. Further, the CA took cognizance of an already settled case previously initiated by the petitioners before the Housing and Land Use Regulatory Board (HLURB) concerning the Unit. The said case decided by the HLURB found that water leakage in the Unit was caused by the defective and substandard construction of the Unit by Golden Dragon, and not the plumbing works on the balcony of Unit 2308B-1.

The petitioners filed their Motion for Reconsideration of the assailed Decision on August 17, 2012, which was denied by the CA in the assailed Resolution.

Hence, this appeal *via* Petition for Review on *Certiorari* under Rule 45 of the Rules of Court.[22]

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18 Id. at 288-294.
19 Id. at 295-299.
20 Id. at 300-311. Issued by Judge Carlos A. Valenzuela.
21 Id. at 50.
22 Id. at 9-31.

On October 30, 2013, respondent Carungcong filed her Comments [To The Petition for Review on Certiorari under Rule 45][23] dated October 24, 2013. In response, on November 29, 2013, the petitioners filed their Omnibus Motion and Reply *Ad Cautelam* (To Respondent Leonita Carungcong's *Comments*)[24] dated November 28, 2013. In their Omnibus Motion, the petitioners prayed that the counsel of respondent Carungcong, *i.e.*, Atty. Adriano I. Gaddi, be ordered to show cause for the late filling of respondent Carungcong's Comment. In a Resolution[25] dated January 27, 2014, the Court denied the petitioners' Omnibus Motion.

After having been fined a sum of ₱1,000.00 by the Court in its Resolution[26] dated February 16, 2015 for failing to file a comment on the instant Petition within the required period, on May 13, 2015, respondent Wack Wack filed its Comment[27] [on the *Petition for Review on Certiorari* dated 28 May 2013] dated May 11, 2015.

Issue

Stripped to its core, the central issued to be decided by the Court is whether the CA erred in reversing the RTC's Decision dated December 19, 2006 and Order dated July 18, 2007, thus dismissing the petitioners' Complaint for Damages against respondents Carungcong and Wack Wack.

The Court's Ruling

The instant Petition is denied for lack of merit.

First and foremost, it must be stressed that the instant Petition centers on the petitioners' contention that the CA's assailed Decision and Resolution "are based on a misapprehension of facts."[28] The instant Petition then proceeds to reiterate the contents of the testimony of their sole witness, Atty. Villareal, and the various documents he produced, arguing that the evidence on record allegedly establish the fact that the proximate cause of the damage to the Unit is the plumbing works made on the balcony of Unit 2308B-1 owned by respondent Carungcong.

Simply stated, the instant Petition raises pure questions of fact.

A question of facts exists when the doubt or difference arises as to the truth or falsehood of facts or when the query invites calibration of the whole evidence considering mainly the credibility of the witnesses, the existence and relevancy of specific surrounding circumstances as well as their relation to

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23 Id. at 348-352.
24 Id. at 359-370.
25 Id. at 371.
26 Id. at 377.
27 Id. at 444-467.
28 Id. at 21.

each other and to the whole, and the probability of the situation.[29] That is precisely what the petitioners are asking the Court to do – to reassess, reexamine, and recalibrate the evidence on record.

A *catena* of cases has consistently held that questions of fact cannot be raised in an appeal *via certiorari* before the Court and are not proper for its consideration.[30] The Court is not a trier of facts. It is not the Court's function to examine and weigh all over again the evidence presented in the proceedings below.[31]

For this reason alone, the instant Petition warrants dismissal.

Nonetheless, after a careful review of the records of the instant case, the Court finds no cogent reason to reverse the CA's holding that the petitioners' Complaint for Damages against the respondents should be dismissed.

By alleging that damage was caused to their property by virtue of the respondents' individual and collective fault and/or negligence, the petitioners' cause of action is anchored on quasi-delict.

According to Article 2176 of the Civil Code, whoever by act or omission causes damage to another, there being fault or negligence, is obliged to pay for the damage done. Such fault or negligence, if there is no pre-existing contractual relation between the parties, is called a quasi-delict.

A quasi-delict has the following elements: a) the **damage** suffered by the plaintiff; b) the act or omission of the defendant supposedly constituting **fault or negligence**; and c) the **causal connection** between the act and the damage sustained by the plaintiff, or **proximate cause**.[32]

A perusal of the evidence on record shows that the foregoing elements of a quasi-delict are absent insofar as respondents Carungcong and Wack Wack are concerned.

The full extent of the damage caused to the petitioners' Unit was not sufficiently proven.

Aside from the purely self-serving testimony of Atty. Villareal, the sole witness of the petitioners who is also the petitioners' counsel, there was no sufficient evidence presented to show the extent of the damage caused to the Unit.

As correctly found by the CA, the photographs offered into evidence by the petitioners merely depict a wet bed, wet floor, and wet cabinet apparently

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29 *Republic v. Sandiganbayan*, 426 Phil. 104, 109-110 (2002).
30 *Bautista v. Puyat Vinyl Products, Inc.*, 416 Phil. 305, 309 (2001).
31 *Republic v. Sandiganbayan*, supra note 29 at 110.
32 *Andamo v. Intermediate Appellate Court*, 269 Phil. 200, 206 (1990), citing *Vergara v. Court of Appeals*, 238 Phil. 565 (1987).

taken from one room only, *i.e.*, the master bedroom. The CA was correct in its assessment that "[n]o photographs were presented to prove that the other rooms of Unit 2208B-1 were also damaged by the leak."[33]

The petitioners maintain that the letter-quotation from M. Laher, a private document, proves the full extent of the damage caused to the Unit.

Such contention is erroneous.

As a prerequisite to its admission in evidence, the identity and authenticity of a private document must be properly laid and reasonably established. According to Section 20, Rule 132 of the Rules of Court, the identification and authentication of a private document may only be proven by either: (1) a person who saw the execution of the document, or (2) a person who has knowledge and can testify as to the genuineness of the signature or handwriting of the maker.

In the instant case, with Atty. Villareal having not seen the execution of the document, and having no personal knowledge whatsoever as regards the execution of the document, the letter-quotation from M. Laher was not deemed to have been properly identified and authenticated, thus making it inadmissible in evidence. The petitioners should have instead presented a witness from M. Laher who actually executed the letter-quotation, or any other witness who saw the actual execution of the document or can testify as to the signatures and handwritings found on the document. Therefore, the petitioners cannot rely on M. Laher's letter-quotation to prove their claims for damages.

The petitioners also heavily rely on the handwritten report of the petitioners' sister, Lagman-Castillo, which purportedly show the extent and location of the damage caused to the Unit.

Atty. Villareal's testimony on the observations contained in the handwritten report of Lagman-Castillo is inadmissible. Atty. Villareal is not competent to testify on the veracity of the observations contained in the said handwritten report because he may only testify to those facts which he has personal knowledge, and derived from his own perception. Simply stated, as to the contents of the handwritten report of Lagman-Castillo, Atty. Villareal's testimony is hearsay. The petitioners should have instead presented Lagman-Castillo herself to testify on her own observations, which was not done.

The petitioners argue that the presentation of Lagman-Castillo was not needed anymore due to certain stipulations made by the respondents. But it must be stressed that the stipulations of the respondents regarding the handwritten report of Lagman-Castillo were merely limited to: (1) the authorship of the said report, (2) the fact that the photographs attached in the said report were taken by Lagman-Castillo, and (3) the fact that Lagman-Castillo is the sister of petitioner Nena. There was no stipulation made as to the accuracy and veracity of the contents of the handwritten report. Hence, it

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[33] *Rollo*, pp. 47-48.

was still incumbent upon the petitioners to present Lagman-Castillo to prove the truthfulness of the contents of her handwritten report.

The petitioners also argue that the principle of admission of silence applies *vis-à-vis* Lagman-Castillo's handwritten report because the respondents supposedly failed to issue a response to the said report. The argument is not convincing. As correctly cited by respondent Wack Wack in its Comment, jurisprudence holds that the rule on admission by silence applies to adverse statements in writing if the party was carrying on a mutual correspondence with the declarant. However, if there was no such mutual correspondence, the rule is relaxed on the theory that while the party would have immediately reacted by a denial if the statements were orally made in his presence, such prompt response can generally not be expected if the party still has to resort to a written reply.[34]

In the case at hand, it is not disputed that Lagman-Castillo's handwritten report was not addressed to the respondents. Instead, the report was addressed to Atty. Villareal. Hence, the rule on admission on silence is negated.

Aside from the foregoing, the petitioners likewise rely on the supposed statements made by Cruz, the Acting Property Manager of respondent Wack Wack, who supposedly intimated that the strong leak apparently came from Unit 2308B-1, which is located directly above the Unit. However, it must be emphasized that Cruz herself was not presented as a witness. Atty. Villareal was not competent to testify as to the truth of Cruz's supposed observations and findings because, to reiterate, Atty. Villareal may only testify to those facts which he has personal knowledge, and derived from his own perception. Hearsay evidence such as this, whether objected to or not, cannot be given credence for it has no probative value.[35]

Lastly, the petitioners cite the various demand letters as evidence of the supposed damage caused to their Unit. It goes without saying that these letters are self-serving documents that deserve scant consideration in the determination of damages. As previously held by the Court, one cannot make evidence for himself by writing a letter containing the statements that he wishes to prove. He does not make the letter evidence by sending it to the party against whom he wishes to prove the facts stated therein.[36]

Fault or negligence on the part of respondents Carungcong and Wack Wack was not proven.

As regards the second element of a quasi-delict, a careful perusal of the evidence on record shows that the petitioners failed to present even a shred

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34 *Villanueva v. Balaguer*, 608 Phil. 463, 474 (2009).
35 *People v. Parungao*, 332 Phil. 917, 924 (1996).
36 *Villanueva v. Balaguer*, supra note 34.

of evidence that there was fault or negligence on the part of the respondents Carungcong and Wack Wack.

The Court has held that in a cause of action based on quasi-delict, the negligence or fault should be clearly established as it is the basis of the action. The burden of proof is thus placed on the plaintiff, as it is the duty of a party to present evidence on the facts in issue necessary to establish his claim or defense by the amount of evidence required by law. Therefore, if the plaintiff alleged in his complaint that he was damaged because of the negligent acts of the defendant, he has the burden of proving such negligence.[37]

Applying the foregoing in the instant case, the burden of proving fault or negligence was clearly not discharged by the petitioners.

As to the supposed fault or negligence of respondent Carungcong, while it is undisputed that plumbing works were done on the balcony of the unit owned by respondent Carungcong, there is no evidence presented that suggests that such plumbing works were illegally or negligently made. The petitioners could not even point out what specific rule or regulation was supposedly violated by respondent Carungcong or her lessee, Tan, in undertaking the plumbing works. There was no proof offered showing that such plumbing works were even prohibited, disallowed, or undertaken in a negligent manner.

The closest piece of evidence presented that remotely suggests some negligence or wrongdoing on the part of respondent Carungcong or her lessee, Tan, was the supposed statements made by respondent Wack Wack's Acting Property Manager, Cruz. However, as already explained, as Atty. Villareal's testimony on Cruz's statements is pure hearsay, the veracity of Cruz's findings was not sufficiently proven.

With respect to the supposed negligence on the part of respondent Wack Wack, the petitioners do not even dispute that under the Amended Master Deed, respondent Wack Wack holds title over and exercises maintenance and supervision only with respect to the common areas. It is also not disputed that the maintenance and repair of the condominium units shall be made solely on the account of the unit owners, with each unit owner being "responsible for all the damages to any other Units and/or to any portion of the Projects resulting from his failure to effect the required maintenance and repairs of his unit."[38]

Proximate cause between the supposed damage caused and the plumbing works undertaken was not established.

To constitute quasi-delict, the alleged fault or negligence committed by the defendant must be the proximate cause of the damage or injury suffered by the plaintiff.

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37 *Huang v. Philippine Hoteliers, Inc.*, 700 Phil. 327, 358-359 (2012).
38 *Rollo*, p. 105.

Proximate cause is that cause which, in natural and continuous sequence, unbroken by any efficient intervening cause, produces the injury and without which the result would not have occurred.[39]

Stated in simple terms, it must be proven that the supposed fault or negligence committed by the respondents, *i.e.*, the undertaking of plumbing works on Unit 2308B-1, was the cause of the damage to the Unit.

Such was not proven by the petitioners.

First, as correctly observed by the CA, the claim that a supposed leak in the plumbing works located in the balcony of Unit 2308B-1 caused the leakage of soapy water in various parts of the Unit, including the various bedrooms inside the Unit, is highly doubtful and illogical. As noted by the CA, the subject plumbing works are isolated in the balcony area of Unit 2308B-1. The petitioners do not dispute that the said area is separated from the other areas of the unit and sealed off by a wall and beam. Hence, if a leakage in the plumbing works on the balcony of Unit 2308B-1 indeed occurred, it is highly improbable that such leak would spread to a wide area of the Unit.

Second, aside from the unsubstantiated self-serving testimony of Atty. Villareal, there was no evidence presented to show that the supposed widespread leak of soapy water in the various parts of the Unit was caused by plumbing works on the balcony of Unit 2308B-1. No witness or document establishing a causal link between the plumbing works and the damage to the Unit was offered. The petitioners could have utilized assessors or technical experts on building and plumbing works to personally examine and assess the damage caused to the Unit to provide some substantiation to the claim of proximate cause. However, no such witness was presented. The petitioners relied solely on the testimony of their own counsel, Atty. Villareal. Proximate cause cannot be established by the mere say-so of a self-serving witness.

Lastly, the fact that the plumbing works done in Unit 2308B-1 was not the cause of the damage suffered by the petitioners' Unit is further supported by the factual finding of the CA that a case before the HLURB was previously filed by the petitioners against Golden Dragon. In this complaint, which was offered in evidence by the petitioners themselves, the latter alleged that in 1996, way before the installation of the subject plumbing works in Unit 2308B-1, they had already discovered water leaks in the Unit which damaged the interiors thereof. It was the petitioners' allegation that the water leakage in the Unit was made possible due to Golden Dragon's delivery of a "defective and/or substandard unit."[40] In fact, the CA noted that the HLURB issued a Decision dated July 9, 2009 holding Golden Dragon liable for the water leakage suffered by the petitioners. It is of no coincidence that the award for actual damages granted to the petitioners is similar to the award for actual damages sought by the petitioners in the instant case.[41]

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39 *The Consolidated Bank & Trust Corp. v. Court of Appeals*, 457 Phil. 688, 709 (2003).
40 *Rollo*, pp. 48-49.
41 Id. at 50.

The petitioners attempt to downplay the aforesaid complaint that was lodged and subsequently settled by the HLURB by arguing that the said complaint was offered for a different purpose, *i.e.*, to prove that Golden Dragon previously refused to execute a Deed of Absolute Sale covering the Unit. Such argument fails to convince. As correctly held by the CA, as the said HLURB complaint was formally offered by the petitioners, thus forming part of the records of the case, "this Court shall not close its eyes" to the contents of the said document.[42] Section 24, Rule 132 merely states that the court shall consider no evidence which has not been formally offered, and that the purpose for which the evidence is offered must be specified. There is nothing in the Rules of Court which limits the appreciation of the court to the specified purpose for which the evidence was offered.

All in all, with the petitioners failing to prove the existence of the elements of a quasi-delict in the instant case, the CA committed no reversible error that warrants the Court's exercise of its discretionary appellate power.

WHEREFORE, the appeal is hereby **DENIED**. The Decision dated July 13, 2012 and Resolution dated March 20, 2013 rendered by the Court of Appeals, Eleventh Division in CA-G.R. CV No. 89479 are **AFFIRMED**.

SO ORDERED.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

ESTELA M. PERLAS-BERNABE
Associate Justice

(On wellness leave)
JOSE C. REYES, JR.
Associate Justice

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[42] Id.

RAMON PAUL L. HERNANDO
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

ANTONIO T. CARPIO
Associate Justice
Chairperson

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

LUCAS P. BERSAMIN
Chief Justice