Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

MULTI-INTERNATIONAL BUSINESS DATA SYSTEM, INC., Petitioner,	**G.R. No. 175378**
	Present:
-versus-	VELASCO, JR., *J., Chairperson,* PERALTA, VILLARAMA, JR., REYES, and JARDELEZA, *JJ.*
RUEL MARTINEZ, Respondent.	Promulgated: November 11, 2015

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DECISION

JARDELEZA, *J.*:

Before us is a petition for review on *certiorari*[1] (petition) under Rule 45 filed by Multi-International Business Data System, Inc. (petitioner) to annul and set aside the Decision[2] dated October 18, 2006 rendered by the Court of Appeals (CA) Sixteenth Division in CA G.R. CV No. 82686.

The Facts

Respondent Ruel Martinez (respondent) was the Operations Manager[3] of petitioner from the last quarter of 1990 to January 22, 1999.[4] Sometime in June 1994, respondent applied for and was granted a car loan amounting to ₱648,288.00.[5] Both parties agreed that the loan was payable through

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[1] *Rollo*, pp. 3-19.

[2] Penned by Associate Justice Vicente Q. Roxas and concurred in by Associate Justice Josefina Guevara-Salonga and Associate Justice Apolinario D. Bruselas, Jr., *id.* at 32-44.

[3] RTC records, pp. 162, 320, 326.

[4] *Rollo*, p. 33.

[5] *Id.* at 23.

deductions from respondent's bonuses or commissions, if any.[6] Further, if respondent would be terminated for any cause before the end of the term of the loan obligation, the unpaid balance would be immediately due and demandable without need of demand.[7] On November 11, 1998, petitioner sent respondent a letter informing him of the breakdown of his outstanding obligation with petitioner amounting to ₱418,012.78, detailing every bonus, loan or advance obtained and deducted.[8] The subject vehicle remains with respondent.[9]

In a letter dated November 24, 1998, respondent requested for a breakdown of his benefits from petitioner as director/operations manager in case he will resign from his position. In said letter, respondent stated that the computation "is only for the assumed amount on my end to deduct whatever I owe the Company."[10]

In a letter dated January 22, 1999 which respondent received the next day, petitioner terminated respondent for cause effective immediately and demanded that respondent pay his outstanding loan of ₱418,012.78 and surrender the car to petitioner within three days from receipt.[11] Despite this, respondent failed to pay the outstanding balance.

In a letter dated June 23, 1999, petitioner demanded respondent to pay his loan within three days from receipt thereof at petitioner's office.[12]Again, despite demand, respondent failed to pay his outstanding obligation.

On July 12, 1999, petitioner filed a complaint[13] with the Regional Trial Court of Makati City, Branch 148 (trial court) against respondent praying that respondent be ordered to pay his outstanding obligation of ₱418,012.78 plus interest, and that respondent be held liable for exemplary damages, attorney's fees and costs of the suit.[14]

In his answer[15] dated August 28, 1999, respondent alleged that he already paid his loan through deductions made from his compensation/salaries, bonuses and commissions.[16] During trial, respondent presented a certification dated September 10, 1996 issued by petitioner's president, Helen Dy (Dy), stating that respondent already paid the amount of ₱337,650.00 as of the said date.[17] Respondent alleged that a simple

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6 *Id.* at 24; *See also* RTC records, p. 21.
7 *Rollo*, p. 24.
8 *Id*. at 20-21.
9 RTC records, p. 60.
10 *Id*. at 162.
11 *Id*. at 165-167.
12 *Id*. at 163-164.
13 *Id*. at 1-8.
14 *Id*. at 6-7.
15 *Id*. at 21-27.
16 *Id*. at 22.
17 *Id*. at 303.

accounting would show that the he already paid the loan considering that it is payable within four years from 1994.[18]

The Ruling of the Regional Trial Court

In its Decision[19] dated November 22, 2002, the trial court ruled in favor of petitioner. It decreed, thus:

> WHEREFORE, judgment i[s] hereby rendered in favor of plaintiff as against the defendant[ ] as follows:
>
> 1. Ordering defendant to pay plaintiff the balance of his car loan in the amount of Four Hundred Eighteen Thousand Twelve and 78/100 Pesos ([₱]418,012.78) plus interest at the rate of twelve percent (12%) [per annum] from [June 23,] 1999 until full payment;
> 2. Ordering defendant Martinez to pay plaintiff the amount of Ten Thousand Pesos ([₱]10,000.00), by way of exemplary damages;
> 3. Ordering defendant to pay plaintiff the amount of Twenty Thousand Pesos ([₱]20,000.00) by way of attorney's fees;
> 4. Dismissing the counterclaims interposed by defendant;
> 5. Ordering defendant to pay the costs of the suit.
>
> SO ORDERED.[20]

In arriving at the above pronouncement, the trial court held that the respondent failed to present evidence to prove payment. The trial court also held that the due execution and authenticity of the certification dated September 10, 1996 were not established. In respondent's direct examination, he merely testified that he knows Dy and her spouse but did not state that the document was actually executed by Dy.[21]

On December 16, 2002, respondent filed a motion seeking the reconsideration of the trial court's decision dated November 22, 2002. The trial court denied this motion in its Order[22] dated March 22, 2004.

The Ruling of the Court of Appeals

Respondent appealed the trial court's decision with the CA. Docketed as CA G.R. CV No. 82686, the appeal alleged that the parties

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18 CA *rollo*, p. 96.
19 *Id*. at 36-42.
20 *Id*. at 40.
21 *Id*. at 37-38.
22 *Id*. at 41.

agreed that the car loan would be payable within four years from the time respondent secured the loan in June 1994.[23] Respondent alleged that he already completed his payment in June 1998 and that the payment was done through salary deductions because if it were otherwise, petitioner would be seeking full payment in the amount of ₱648,288.00 and not only the balance of ₱418,012.78.[24] Respondent also assailed the finding that the due execution of the certification dated September 10, 1996 was not proven. Respondent alleged that by mere comparison, one can safely say that the signatures appearing in the certification and in Dy's affidavit submitted before the National Labor Relations Commission are signatures by one and the same person, Dy. Respondent claims that he is very much familiar with the signature of Dy, his former boss for ten years and even petitioner's witness, who is also its administrative manager, Aida Valle (Valle), also identified the signature of Dy in the certification.[25]

The CA in its Decision[26] dated October 18, 2006 reversed the trial court and ruled in favor of respondent in holding that the latter already fulfilled his loan obligation with petitioner. The CA found credence in the following pieces of evidence: (1) certification dated September 10, 1996 signed by Dy; (2) deduction of the monthly installments from respondent's salary pursuant to the agreement between him and petitioner; and (3) petitioner's admission of respondent's installment payments made in the amount of ₱230,275.22.[27] The CA held that Dy never denied nor confirmed in open court the authenticity of her signature in the certification dated September 10, 1996.[28] Citing *Permanent Savings and Loan Bank v. Velarde*[29] and *Consolidated Bank and Trust Corporation (SOLIDBANK) v. Del Monte Motor Works, Inc.*,[30] the CA held that Dy must declare under oath that she did not sign the document or that it is otherwise false or fabricated.[31]

Thus, the CA reversed the trial court's ruling and held:

> **WHEREFORE**, premises considered, the November 22, 2002 Decision of the Regional Trial Court of Makati City, Branch 148, in Civil Case No. 99-1295, is hereby **REVERSED and SET ASIDE** and a new one is entered **DISMISSING** the complaint for lack of merit.
>
> **SO ORDERED**.[32] (Emphasis in the original)

Hence, this petition.

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23 *Id*. at 28.
24 *Id*. at 28-29.
25 *Id*. at 31-32.
26 *Rollo*, pp. 32-44.
27 *Id.* at 38-39.
28 *Id*. at 40.
29 G.R. No. 140608, September 23, 2004, 439 SCRA 1.
30 G.R. No. 143338, July 29, 2005, 465 SCRA 117.
31 *Rollo*, p. 41.
32 *Id*. at 44.

The Issues

The issues for resolution are:

1. Whether respondent has fulfilled his obligation with petitioner; and
2. Whether the certification dated September 10, 1996 should be admitted as basis for respondent's payment of his loan with petitioner.[33]

Our Ruling

The petition is partly meritorious.

Verification/Certification on Non-Forum Shopping

Before going into the substantive merits of the case, we shall first resolve the technical issue raised by respondent in his Comment[34] dated February 8, 2007 and Memorandum[35] dated November 6, 2007.

Respondent alleged that the petition should be dismissed for failing to comply with Section 4, Rule 45 of the Rules of Court in relation to Sections 4 and 5, Rule 7 of the Rules of Court.[36] Respondent alleged that the signature of Dy in the Verification/Certification in the petition differs from her signature in the letter dated November 11, 1998, thus, inferred that someone not authorized signed the Verification/Certification.[37]

Upon a review of the records, however, we found Dy's signature in the petition to be the same with Dy's signature in the Ex-Parte Manifestation of Compliance[38] dated February 22, 2005 which petitioner filed with the CA. Respondent never objected to Dy's signature in petitioner's Ex-Parte Manifestation of Compliance. Further, Dy did not refute that the signature in the petition is hers. Thus, we find no reason to dismiss the petition outright based on respondent's allegation.

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33 *Id*. at 8.
34 *Id*. at 83-92.
35 *Id*. at 115-129.
36 *Id*. at 121.
37 *Id*. at 122.
38 CA *rollo*, pp. 55-56.

Review of factual findings

Before going into the merits of the petition, we stress the well-settled rule that only questions of law may be raised in a petition for review on *certiorari* under Rule 45 of the Rules of Court, since "the Supreme Court is not a trier of facts."[39] It is not our function to review, examine and evaluate or weigh the probative value of the evidence presented.

When supported by substantial evidence, the findings of fact of the CA are conclusive and binding on the parties and are not reviewable by this Court, unless the case falls under any of the recognized exceptions in jurisprudence.[40]

In the present case, the factual findings of the trial court and the CA on whether respondent has fully paid his car loan are conflicting. The trial court found that no deductions were made from respondent's salary to establish full payment of the car loan while the CA found otherwise. The trial court held, thus:

> Culled from the evidence adduced and the testimony of the witnesses, it appears that the defendant himself admitted on cross-examination that no deductions were made in his monthly salary. Thus, it was a mere presumption of fact on his part that he had been able to fully pay off his car loan. The testimony of the defendant creating merely an inference of payment will not be regarded as conclusive on that issue. Thus, payment cannot be presumed by a mere inference from surrounding circumstances. At most, the agreement that the payments for the car loan shall be deducted from the defendant's salary and bonus is only affirmative of the capacity or ability of the defendant to fulfill his part of the bargain.

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39 *New Sampaguita Builders Construction, Inc. v. Philippine National Bank*, G.R. No. 148753, July 30, 2004, 435 SCRA 565, 580, citing *Far East Bank & Trust Co. v. Court of Appeals*, G.R. No. 123569, April 1, 1996, 256 SCRA 15, 18.

40 *Cirtek Employees Labor Union-Federation of Free Workers v. Cirtek Electronics, Inc.*, G.R. No. 190515, June 6, 2011, 650 SCRA 656, 660.

> "(1) When the conclusion is a finding grounded entirely on speculation, surmises and conjectures;
> (2) When the inference made is manifestly mistaken, absurd or impossible;
> (3) Where there is a grave abuse of discretion;
> (4) When the judgment is based on a misapprehension of facts;
> (5) **When the findings of fact are conflicting;**
> (6) When the Court of Appeals, in making its findings, went beyond the issues of the case and the same is contrary to the admissions of both appellant and appellee;
> (7) When the findings are contrary to those of the trial court;
> (8) When the findings of fact are conclusions without citation of specific evidence on which they are based;
> (9) When the facts set forth in the petition as well as in the petitioners' main and reply briefs are not disputed by the respondents; and
> (10) When the findings of fact of the Court of Appeals are premised on the supposed absence of evidence and contradicted by the evidence on record." (Emphasis ours)

> But whether or not there was actual payment through deductions from the defendant's salary and bonus remains to be proven by independent and credible evidence. As the saying goes: "*a proof that an act could have been done is no proof that it was actually done*." Hence for failure to present evidence to prove payment, defendant miserably failed in his defense and in effect admitted the allegations of plaintiff.[41]

The CA, on the other hand, found that respondent sufficiently established that deductions were made from his salary:

> x x x Moreover, it had been sufficiently established by witness Aida Valle (VALLE), Administrative manager of plaintiff-appellee MULTI-INTERNATIONAL, that defendant-appellant MARTINEZ had been the only employee granted by plaintiff-appellee MULTI-INTERNATIONAL a car loan as such [*sic*]. With that, it can fairly be inferred that plaintiff-appellee MULTI-INTERNATIONAL's asseveration that the deductions from the salary of defendant-appellant MARTINEZ had not been reflected in his payslips is for naught, since indeed, no such "item" in the payslip is provided, considering that it is only defendant-appellant MARTINEZ who had been granted such car loan x x x.[42]

Thus, the conflicting factual findings of the trial court and CA compel us to re-evaluate the facts of this case, an exception to the rule that only questions of law may be dealt with in a petition for *certiorari* under Rule 45.

Admissibility of the certification dated September 10, 1996

Respondent relies on the certification[43] dated September 10, 1996 to bolster his defense that he already fully paid his car loan to petitioner. We affirm the findings of the CA that the certification is admissible in evidence.

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41 *Rollo*, pp. 27-28.

42 *Id.* at 39-40.

43 RTC records, p. 303. The certification reads:

> This is to certify that MR. RUEL R. MARTINEZ has made a total payment as of date in the amount of PESOS: THREE HUNDRED THIRTY SEVEN THOUSAND SIX HUNDRED FIFTY ONLY ([₱337,650]) to BA Savings Bank for the purchase of one (1) unit 1994 Lancer GLI through Multi International Business Data Systems, Inc. Attached herewith are photocopies of validated [o]fficial [r]eceipts from BA Savings Bank.
>
> This certification is being issued to Mr. Martinez for whatever legal purpose it may serve him.
>
> (signed)
> HELEN DY
> President

Section 22,[44] Rule 132 of the Rules of Court explicitly authorizes the court to compare the handwriting in issue with writings admitted or treated as genuine by the party against whom the evidence is offered or proved to be genuine to the satisfaction of the judge. In *Jimenez v. Commission on Ecumenical Mission and Relations of the United Presbyterian Church in the USA*,[45] we held:

> It is also hornbook doctrine that the opinions of handwriting experts, even those from the NBI and the PC, are not binding upon courts. This principle holds true especially when the question involved is mere handwriting similarity or dissimilarity, which can be determined by a visual comparison of specimens of the questioned signatures with those of the currently existing ones.
>
> Handwriting experts are usually helpful in the examination of forged documents because of the technical procedure involved in analyzing them. But resort to these experts is not mandatory or indispensable to the examination or the comparison of handwriting. A finding of forgery does not depend entirely on the testimonies of handwriting experts, because the judge must conduct an independent examination of the questioned signature in order to arrive at a reasonable conclusion as to its authenticity. x x x[46] (Citations omitted)

The documents containing the signature of Dy which have been submitted by petitioner as authentic are the following: (1) letter dated November 11, 1998;[47] (2) termination letter dated January 22, 1999;[48] (3) promissory note dated June 17, 1994;[49] and (4) chattel mortgage signed on June 27, 1994.[50] Examining and analyzing the signatures in these documents with Dy's signature in the certification, we find no substantial reason to doubt the latter's authenticity. In fact, the testimonies of Dy herself and Valle support our finding.

Dy testified on cross-examination as follows:

> Q: Now, ms witness [*sic*], sometime in December 10, 1996, do you recall having executed a certification to Mr. Martinez?
> A: No.

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44 Section 22. *How genuineness of handwriting proved.* — The handwriting of a person may be proved by any witness who believes it to be the handwriting of such person because he has seen the person write, or has seen writing purporting to be his upon which the witness has acted or been charged, and has thus acquired knowledge of the handwriting of such person. Evidence respecting the handwriting may also be given by a comparison, made by the witness or the court, with writings admitted or treated as genuine by the party against whom the evidence is offered, or proved to be genuine to the satisfaction of the judge.

45 G.R. No. 140472, June 10, 2002, 383 SCRA 326.

46 *Id.* at 335.

47 RTC records, p. 160.

48 *Id*. at 165-167.

49 *Id*. at 266.

50 *Id*. at 268.

> Q: Just to refresh your memory, would you please identify if this is the signature you signed given [*sic*] to Mr. Martinez?
> **A: Yeah. It looks like my signature**, but…
>
> Q: Is that your signature?
> **A: But I said it looks like my signature.** I want you to notice something because everytime…
>
> Q: Just answer the question please. Is that your signature?
> A: I said it looks like my signature.
>
> x x x
>
> Q: Just answer the question please.
> **A: I said it looks like my signature.**[51](Emphasis supplied)

On the other hand, Valle, on cross-examination testified as follows:

> Q: If I show you Certification dated September 10, 1996 will you be able to confirm if this is a Certification signed by the president?
> **A: It looked like the signature of the president but I think she will be the one to testify because she was the one who signed.**[52] (Emphasis supplied)

Aside from supporting our finding that the signature in the certification is genuine, the foregoing testimonies of Dy and Valle substantially comply with the other modes of authenticating a private document under Section 20,[53] Rule 132 of the Rules of Court.

Dy never testified that any forgery or fraud attended the certification.[54] In fact, she did not deny the authenticity of her signature but actually admitted that the signature therein looks like hers. Additionally, Valle, who is familiar with the signature of Dy because of the requirements of her job, also positively testified that the signature in the certification looks like that of Dy's.[55]

The defenses of Dy that she does not have a copy or record of the certification in her file and that the letterhead shows an old address are weak and do not prove that the certification was not duly executed.

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51 TSN, September 5, 2000, pp. 40-41.

52 TSN, August 17, 2000, p. 8.

53 Section 20. *Proof of private document.* — Before any private document offered as authentic is received in evidence, its due execution and authenticity must be proved either:

(a) By anyone who saw the document executed or written; or

(b) By evidence of the genuineness of the signature or handwriting of the maker.

Any other private document need only be identified as that which it is claimed to be.

54 *Rollo*, p. 41.

55 *See also* TSN, August 17, 2000, p. 8.

For having established the due execution and authentication of the certification dated September 10, 1996, the certification should be admitted in evidence to prove that respondent partially paid the car loan in the amount of ₱337,650.00.

Insufficient evidence to prove full payment of loan

It is established that the one who pleads payment has the burden of proving it. Even where the creditor alleges non-payment, the general rule is that the debtor has the burden to prove payment, rather than the creditor. The debtor has the burden of showing with legal certainty that the obligation has been discharged by payment. Where the debtor introduces some evidence of payment, the burden of going forward with the evidence—as distinct from the general burden of proof—shifts to the creditor, who is then under a duty of producing some evidence to show non-payment.[56]

It must be emphasized that both parties have not presented any written agreement or contract governing respondent's obligation. Nevertheless, it has been established that respondent obtained a car loan amounting to ₱648,288.00 from petitioner. Thus, the burden is now on respondent to prove that the obligation has already been extinguished by payment.

Although not exclusive, a receipt of payment is the best evidence of the fact of payment.[57] We held that the fact of payment may be established not only by documentary evidence but also by parol evidence.[58]

Except for respondent's bare allegations that he has fully paid the ₱648,288.00 car loan, there is nothing in the records which shows that full payment has indeed been made. Respondent did not present any receipt other than the certification dated September 10, 1996 which only proves that

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56 *Royal Cargo Corporation v. DFS Sports Unlimited, Inc.*, G.R. No. 158621, December 10, 2008, 573 SCRA 414, 422-423, citing *Citibank, N.A. (Formerly First National City Bank) v. Sabeniano*, G.R. No. 156132, October 16, 2006, 504 SCRA 378, 418 and *Coronel v. Capati*, G. R. No. 157836, May 26, 2005, 459 SCRA 205, 213.

57 *Cham v. Paita-Moya*, A.C. No. 7494, June 27, 2008, 556 SCRA 1, 8, citing *Philippine National Bank v. Court of Appeals*, G.R. No. 116181, April 17, 1996, 256 SCRA 309, 317.

58 *Philippine National Bank v. Court of Appeals, supra* at 317 citing *Monfort v. Aguinaldo*, 91 Phil. 913 (1952).

> "That the best evidence for proving payment is by the evidence of receipts showing the same is also admitted. What respondents claim is that there is no rule which provides that payment can only be proved by receipts. While receipts are deemed to be the best evidence, they are not exclusive. Other evidence may be presented in lieu thereof if they are not available, as in case of loss, destruction or disappearance. The fact of payment may be established not only by documentary evidence, but also by parol evidence (48 C.J. 727; Greenleaf, Law of Evidence, Vol. II, p. 486; Jones on Evidence [1913] Vol. II, p. 193), specially in civil cases where preponderance of evidence is the rule. Here respondents presented documentary as well as oral evidence which the Court of Appeals found to be sufficient, and this finding is final."

respondent has already paid ₱337,650.00 of the car loan. A balance of ₱310,638.00 still remained.

Even respondent's testimony lacks credence. He alleged that the amortization of the car loan was deducted from his salaries, bonuses and commissions. However, he could not even answer nor give an estimate of how much bonuses and commissions he receives from petitioner.[59]

Respondent also alleged that although deductions were made from his salaries, bonuses and commissions, his payslips do not reflect such deductions because "there is no such car loan field" in the accounting program for the payroll.[60] Respondent admitted in his testimony that he only presumed that the deductions were being made from his salaries, bonuses and commissions, to wit:

> Q: So my question was that, whether or not your regular salary which was received twice a month, the monthly amortization[s] are being deducted from that? [*sic*]
> A: There is no reflection in the payslip.
>
> Q: But do you know it was ever deducted from your monthly salary? [*sic*]
> A: It must be deducted from my salary. [*sic*]
>
> Q: You are assuming?
> A: That is the agreement.
>
> Q: That is the agreement but you don't know if it was indeed deducted?
> A: Yes.[61]

If indeed deductions were made on his salaries, bonuses and commissions, respondent should have been confident in answering the questions propounded on him during trial. He should have presented his payslips and shown that even if his payslips did not reflect any deductions for his car loan, deductions were indeed made, by comparing the amount of compensation he could have gotten based on his employment contract and the amount he actually received. Respondent merely made calculations on what he presumed he already paid. Further, respondent could have presented testimonies of persons other than himself to prove payment of the loans. The letter dated November 24, 1998 showed that respondent was aware that he still had outstanding obligations with petitioner.

In *Royal Cargo Corporation v. DFS Sports Unlimited, Inc.,* we held that the defense of payment was not proven by the respondent's failure to present any supporting evidence such as official receipts or the testimony of the person who made payment or who had direct knowledge of the payment,

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59 TSN, January 18, 2001, p. 25.
60 *Id*. at 28.
61 *Id*. at 30.

among others.[62] Respondent's witness therein also assumed that payment was made even in the absence of any receipt "once the accounting department of respondent forwarded to her the original invoice which was stamped PAID". We held in this case that such testimony and the invoices which were stamped paid, are all self-serving and do not, by themselves, prove respondent's claim of payment.[63]

Nevertheless, even if the parties agreed to make deductions from respondent's salary, bonuses and commissions, we agree with the trial court that this is "only affirmative of the capacity or ability of the [respondent] to fulfill his part of the bargain. But whether or not there was actual payment through deductions from [respondent]'s salary and bonus remains to be proven by independent and credible evidence."[64]

Finally, we find it questionable why respondent would agree on a setup where petitioner would not give him any written acknowledgment receipt of his payments or accounting of his loan.[65] Respondent should have insisted that receipts be issued in his favor in the first place if it were true that the program for issuing the payslips could not reflect the deductions from his salaries, bonuses and commissions. Since he was the only employee who was given a car loan, it would not have been an inconvenience for the petitioner. His actions go against the legal presumption that a person takes ordinary care of his concerns.[66]

Statement of account is self-serving

Similarly, we find that the statement of account, showing the amount of ₱418,012.78 as respondent's outstanding loan obligation to petitioner, is self-serving. Dy admitted that she prepared the statement of account.[67] However, she neither explained clearly, during her testimony, the breakdown nor supported the amounts stated therein with documentary evidence.[68]

Although petitioner refers to the amount of ₱418,012.78 in the statement to represent only the car loan obligation, the statement itself shows that the amount also includes the cash advances of respondent from the company. The trial court has already ruled that judgment cannot be rendered on the issue regarding cash advances because this was not made subject of petitioner's complaint and the same was not amended.[69] Such issue was also

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62 *Supra* note 57 at 430.
63 *Id.*
64 *Rollo*, p. 27.
65 RTC records, p. 162. *See also* TSN, January 18, 2001, p. 36.
66 RULES OF COURT, Rule 131, Sec. 3, par. (d).
67 TSN, September 5, 2000, pp. 43-44.
68 *Id*. at 20-21.
69 *Rollo*, p. 29.

not raised with us on appeal. Further, it was not explained why Valle was not the one who prepared the statement or was not asked to testify on the document when her duties include supervising the accounting department and assisting in the preparation of the employees' payroll.[70]

Thus, having only proven payment to the extent of ₱337,650.00, respondent is obligated to pay petitioner the balance of ₱310,638.00 with interest.

WHEREFORE, the instant petition is **PARTIALLY GRANTED**. The Court of Appeals' Decision dated October 18, 2006 in CA G.R. CV No. 82686 is **SET ASIDE**. The respondent is **ORDERED** to pay petitioner the balance of the car loan in the amount of ₱310,638.00 plus interest at the rate of six percent (6%) per annum computed from January 23, 1999[71] until the date of finality of this judgment. The total amount shall thereafter earn interest at the rate of six percent (6%) per annum[72] until fully paid. The trial court's Decision dated November 22, 2002 is **AFFIRMED** in all other respects.

SO ORDERED.

FRANCIS H. JARDELEZA
Associate Justice

WE CONCUR:

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson

DIOSDADO M. PERALTA
Associate Justice

MARTIN S. VILLARAMA, JR.
Associate Justice

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70 TSN, August 1, 2000, pp. 4-5.

71 The records show that petitioner in its termination letter dated January 22, 1999 extrajudicially demanded respondent to pay the outstanding balance of the car loan. However, the letter was received by respondent on January 23, 1999.

72 *Nacar v. Gallery Frames*, G.R. No. 189871, August 13, 2013, 703 SCRA 439, 457-458.

BIENVENIDO L. REYES
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.

PRESBITERO J. VELASCO, JR.
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Division Chairperson's attestation, it is hereby certified 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.

MARIA LOURDES P.A. SERENO
Chief Justice

CERTIFIED TRUE COPY

WILFREDO V. LAPITAN
Division Clerk of Court
Third Division

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