



Republic of the Philippines
Supreme Court
Manila

THIRD DIVISION

IP E-GAME VENTURES, INC.,
Petitioner,

G.R. No. 239576

Present:

- versus -

LEONEN, J., Chairperson,
HERNANDO,
INTING,
ROSARIO,* and
LOPEZ, J., JJ.

Promulgated:

GEORGE H. TAN,
Respondent.

June 30, 2021

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DECISION

LOPEZ, J., J.:

It is basic that a contract is the law between the parties. Obligations arising from contracts have the force of law between them and should be complied with in good faith. Unless the stipulations in a contract are contrary to law, morals, good customs, public order, or public policy, the same are binding as between the parties.

This resolves a petition for review on *certiorari*,¹ assailing the Court of Appeals (CA) December 8, 2017 Decision² and May 23, 2018 Resolution³ in CA-G.R. CV No. 106148. The assailed Decision affirmed *in toto* the December 1, 2015 Decision⁴ of the Regional Trial Court (RTC), Branch 133, City of Makati.

* Designated additional Member per Special Order No. 2833, dated June 29, 2021.

¹ *Rollo*, pp. 31-51.

² Penned by Associate Justice Ma. Luisa C. Quijano-Padilla, and concurred in by Associate Justices Mariflor P. Purzalan-Castillo and Rodil V. Zalameda (now a member of the Supreme Court); *id.* at 12-21.

³ *Id.* at 23-24.

⁴ Penned by Presiding Judge Elpidio R. Calis; *id.* at 241-249.

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In 2010, IP E-Game Ventures, Inc. (petitioner) and George H. Tan (respondent) entered into an incentive agreement⁵ (Agreement). The Agreement was in connection to the intention of ePLDT to sell no less than 75% of the outstanding capital stock of Digital Paradise, Inc. in favor of petitioner, for the offered price of **One Hundred Forty Five Million Pesos (₱145,000,000.00)**. It stipulates that respondent would enter into negotiations with ePLDT for the latter to accept petitioner's offered price. If successful, petitioner would award respondent with a monetary incentive and a certain number of shares. The salient provisions of the Agreement read:

WHEREAS, [respondent] has represented to [petitioner] that he can negotiate with ePLDT to accept the Offered Price of [petitioner].

WHEREAS, the parties wish to enter into an arrangement where [respondent] is given some incentive to negotiate with ePLDT to accept the Offered Price.

NOW THEREFORE, the parties hereby agree and confirm that in the event that [respondent] successfully negotiates with ePLDT to accept the Offered price for the Netopia Stake, [petitioner] shall provide the following to [respondent] no later than the date of the execution of the definitive agreement/s for the sale of the Netopia Stake by ePLDT to [petitioner] or on such other date that the parties may reasonably agree:

- a. [Petitioner] shall pay [respondent] the amount of **Five Million Pesos (₱5,000,000.00) in cash; and**
- b. [Petitioner] shall convey to [respondent] such number of shares of stock of Netopia with the market value equivalent to **Five Million Pesos (₱5,000,000.00)**.⁶ (Emphasis ours)

On April 1, 2011, an agreement for the sale of the shares was executed between petitioner and ePLDT. Subsequently, respondent received an amount of **Three Million Seven Hundred Thousand Pesos (₱3,700,000.00)** for the successful negotiation. For failure of petitioner to settle the complete monetary incentive, with a remaining balance of **One Million Three Hundred Thousand Pesos (₱1,300,000.00)**, together with the shares equivalent to Five Million Pesos (₱5,000,000.00) pursuant to the Agreement, respondent sent a demand letter⁷ dated February 7, 2012. Respondent sent another letter⁸ through counsel on March 5, 2012, notifying petitioner to settle the just and valid claims within 15 days from receipt thereof.

On July 13, 2012, respondent sent a third letter,⁹ notifying petitioner that he has agreed to counter-offer a lump sum cash amount of **Four Million**

⁵ *Id.* at 81-82.

⁶ *Id.* at 81.

⁷ *Id.* at 102.

⁸ *Id.* at 103.

⁹ *Id.* at 104-105.

Pesos (₱4,000,000.00) as final settlement to settle their claims amicably without court intervention.

On August 15, 2012, petitioner responded to the July 13, 2012 letter, asseverating that it did not make any counter-offer to reduce the monetary incentive demanded by respondent.¹⁰ It made mention of its March 19, 2012 letter¹¹ sent to respondent, claiming that the parties had entered into a new agreement wherein they allegedly reduced the monetary incentive from ₱5,000,000.00 to ₱3,700,000.00 in view of unexpected expenses. For having extended the entire ₱3,700,000.00 to respondent, petitioner claimed it had already settled all its obligations. With respect to the share incentive, petitioner stressed that they have yet to reach an agreement on the valuation of the stock, considering that prices of stocks vary on a daily basis.

Due to his unheeded demands, respondent filed a Complaint¹² for specific performance through collection of sum of money with damages before the RTC on October 18, 2012. As petitioner still owes respondent ₱1,300,000.00 on the first payment, as well as shares of Netopia with a market value of ₱5,000,000.00, respondent was willing to reduce the amount to **Four Million Pesos (₱4,000,000.00)**. Thus, respondent prays that judgment be rendered ordering petitioner pay ₱4,000,000.00 in actual damages. Due to the unjustified, malicious, and fraudulent refusal of petitioner to settle its obligations, respondent allegedly suffered from, among others, mental anguish, serious anxiety, wounded feelings, moral shock, and sleepless nights. For this, he likewise prayed for the award of moral, nominal, temperate, and exemplary damages, as well as attorney's fees.

Alleging that the instant complaint should be dismissed for failure to state a cause of action, petitioner filed a Motion to Dismiss¹³ on April 22, 2013. It argued that the specific date of performance was not explicitly provided in the Agreement, making respondent's demand to fulfill its obligation premature.

In an Order¹⁴ dated August 5, 2013, the RTC denied petitioner's Motion to Dismiss for want of merit. After a careful review of the complaint, the RTC was convinced that its allegations sufficiently state a cause of action. It found no reason to intervene by fixing the term within which petitioner would fulfill its obligation, as the complaint itself was clear. It also found that petitioner's obligation became due and demandable on April 1, 2011, upon execution of the agreement for the sale of the shares in its favor.

¹⁰ *Id.* at 106-108

¹¹ *Id.* at 109-111.

¹² *Id.* at 84-91.

¹³ *Id.* at 112-121.

¹⁴ Penned by Presiding Judge Dina Pestano Teves; *id.* at 145-153.

On September 16, 2013, petitioner filed a Motion for Reconsideration,¹⁵ which was subsequently denied. As such, petitioner filed its Answer¹⁶ to the Complaint on the same date, reiterating that a cause of action has yet to accrue in favor of respondent. It claimed that the obligation is not yet due and demandable since parties have yet to agree on a reasonable date when petitioner should perform its obligation. As for the monetary incentive, petitioner insisted that it had fully complied with the same. Once again, it alleged that the parties have already agreed to reduce said incentive to ₱3,700,000.00 as a result of unexpected expenses.

The Ruling of the RTC

On December 1, 2015, the RTC ruled in favor of respondent and ordered petitioner to pay the respondent the settled cost of the counter-offer. The dispositive portion of the Decision¹⁷ reads:

WHEREFORE, foregoing considered, finding [respondent's] cause of action to be sufficiently established being supported by evidence on record, judgment is hereby rendered in favor of the [respondent] **GEORGE H. TAN** and against [petitioner] **IP E-GAME VENTURES, INC.**, ordering the latter to pay the [respondent] the following:

1. **FOUR MILLION PESOS (₱4,000,000.00)** as and by way of Actual Damages;
2. **THIRTY THOUSAND PESOS (₱30,000.00)** as and by way of attorney's fees; and
3. Costs of suit.

The Complaint against its corporate officers in their individual capacities, namely Jaime Enrique Y. Gonzales, the President and Chief Executive Officer, Miguel Ramon Tomas B. Ladios, the Chief Financial Officer, Heidi Anne M. Garayblas, the Chief Operating Officer, Juname C. De Leon, the Corporate Secretary, Maria Cristina S. Bayhon-Garcia, Jaypee Orlando C. Pedro, the Assistant Corporate Secretaries, including its Board of Directors also in their individual capacities, namely: Jaime C. Gonzales, Juan Kevin G. Belmonte, Steve S. Tsao, Marco Antonio Y. Santos, Ricardo Gabriele T. Po, Rosanna L. Go, Rene R. Fuentes, and Juan Victor S. Tanjuatco, is **DISMISSED**.

The Counterclaim of [petitioner] is **DISMISSED**.

SO ORDERED.¹⁸ (Emphasis in the original)

¹⁵ *Id.* at 154-162.

¹⁶ *Id.* at 163-175.

¹⁷ *Id.* at 241-249.

¹⁸ *Id.* at 249.

On December 17, 2015, petitioner filed a notice of appeal,¹⁹ which was given due course by the RTC in an Order²⁰ dated December 18, 2015.

The Ruling of the CA

On December 8, 2017, the CA issued the assailed Decision,²¹ affirming the December 1, 2015 Decision of the RTC. The *fallo* provides:

WHEREFORE, in view of the foregoing, the appeal is hereby DENIED.

The Decision dated December 1, 2015 issued by the Regional Trial Court, Branch 133, Makati City, in Civil Case No. 12-1018, is AFFIRMED in toto.

SO ORDERED.²²

In concurring with the RTC, the CA found that no sufficient evidence supports petitioner's insistence that it had already settled its obligation, considering that the parties had entered into a subsequent negotiation for a reduction of the monetary incentive. As pointed out by the RTC, the Agreement contains a stipulation that the said document "shall be the sole and exclusive agreement between the parties." Moreover, the CA did not find merit in petitioner's allegation that the obligation with regard to the issuance of stock incentive worth ₱5,000,000.00 is not yet due and demandable. It held that the period of performance of petitioner's obligation is fixed, considering it became due and demandable "no later than the date of the execution of the definitive agreement/s for the sale of the Netopia Stake," which occurred on April 1, 2011.

Dissatisfied, petitioner moved for reconsideration.²³ However, this was denied in a Resolution²⁴ dated May 23, 2018. Hence, this petition.²⁵

The Issue Before the Court

The core issue for the Court's resolution is whether the CA correctly affirmed the Decision of the RTC, particularly in finding that (1) the transfer of shares of stocks is already due and demandable; and (2) the respondent has sufficiently established his cause of action against petitioner.

¹⁹ *Id.* at 250-251.

²⁰ *Id.* at 256.

²¹ *Id.* at 12-21.

²² *Id.* at 21.

²³ *Id.* at 68-78.

²⁴ *Id.* at 23-24.

²⁵ *Id.* at 31-55.

The Court's Ruling

The petition is **DENIED**.

While petitioner asserts that the issue brought before the Court are errors of law, an examination of the petition shows otherwise.

A cursory reading of the present Petition for Review on *Certiorari* under Rule 45 of the Rules of Court reveals that it is a mere reiteration of the factual issues and arguments raised by petitioner in its appeal, which had already been passed upon by the CA. Whether the Agreement contains a period for petitioner to fulfill its obligations, and whether respondent has sufficiently established his cause of action are manifestly questions of fact beyond the Court's jurisdiction under the present petition. Questions of fact, which would require a re-evaluation of the evidence, are inappropriate under Rule 45 of the Rules of Court. The jurisdiction of the Court under Rule 45, Section 1 is limited only to errors of law, as the Court is not a trier of facts. "As a matter of sound practice and procedure, the Court defers and accords finality to the factual findings of trial courts. To do otherwise would defeat the very essence of Rule 45."²⁶ While Rule 45, Section 1²⁷ is not absolute, none of the recognized exceptions²⁸ exist in the instant case.

Aside from such infirmities, the case likewise fails on its merits.

It is well-established that a contract is the law between the parties. Obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith.²⁹ "Unless the stipulations in a contract are contrary to law, morals, good customs, public order, or public policy, the same are binding as between the parties."³⁰ From the moment the contract is perfected, the parties are bound not only to the fulfillment of its stipulations, but also the consequences which, according to

²⁶ *Heirs of Teresita v. Mendoza*, 810 Phil. 172, 177-178 (2017).

²⁷ **SECTION 1. Filing of Petition with Supreme Court.** - A party desiring to appeal by *certiorari* from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on *certiorari*. The petition shall raise only questions of law which must be distinctly set forth.

²⁸ The general rule for petitions filed under Rule 45 admits exceptions, to wit: (1) When the conclusion is a finding grounded entirely on speculation, surmises or 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) The findings of the Court of Appeals 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 petitioner's main and reply briefs are not disputed by the respondents; and (10) The finding of fact of the Court of Appeals is premised on the supposed absence of evidence and is contradicted by the evidence on record. (*Miano v. Manila Electric Co.*, G.R. No. 205035, November 16, 2016).

²⁹ CIVIL CODE, Art. 1159.

³⁰ *Roxas v. De Zuzuarregui, Jr.*, 516 Phil. 605, 623 (2006).

their nature, may be in keeping with good faith, usage, and law.³¹ In respecting the freedom to contract of the parties, courts cannot stipulate for them or amend their agreement. To do so would be to alter the real intention of the contracting parties when the contrary function of the courts is to give force and effect to their intention.³²

In *Perla Compania de Seguros, Inc. v. Court of Appeals*,³³ the Court emphasized that courts could not change the import or extent of the liability of insurer as stipulated in the parties' perfected insurance contract:

Clearly, the fundamental principle that contracts are respected as the law between the contracting parties finds application in the present case. **Thus, it was error on the part of the trial and appellate courts to have disregarded the stipulations of the parties and to have substituted their own interpretation of the insurance policy.** In *Phil. American General Insurance Co., Inc. v. Mutuc*, we ruled that **contracts which are the private laws of the contracting parties should be fulfilled according to the literal sense of their stipulations**, if their terms are clear and leave no room for doubt as to the intention of the contracting parties, for contracts are obligatory, no matter what form they may be, whenever the essential requisites for their validity are present.

Moreover, we stated in *Pacific Oxygen & Acetylene Co. v. Central Bank*, that the **first and fundamental duty of the courts is the application of the law according to its express terms**, interpretation being called for only when such literal application is impossible.³⁴ (Emphasis Ours; citations omitted)

Here, the pertinent provisions of the Agreement are as follows:

WHEREAS, [respondent] has represented to [petitioner] that he can negotiate with ePLDT to accept the Offered Price of [petitioner].

WHEREAS, the parties wish to enter into an arrangement where [respondent] is given some incentive to negotiate with ePLDT to accept the Offered Price.

NOW THEREFORE, the parties hereby agree and confirm that in the event that [respondent] successfully negotiates with ePLDT to accept the Offered price for the Netopia Stake, [petitioner] shall provide the following to [respondent] no later than the date of the execution of the definitive agreement/s for the sale of the Netopia Stake by ePLDT to [petitioner] or on such other date that the parties may reasonably agree:

a. [Petitioner] shall pay [respondent] the amount of Five Million Pesos (Php5,000,000.00) in cash; and

³¹ *Romero v. CA*, 320 Phil. 269, 281 (1995).

³² *Norton Resources and Dev't. Corp. v. Ail Asia Bank Corp.*, 620 Phil. 381, 392 (2009).

³³ 264 Phil. 354 (1990).

³⁴ *Id.* at 362-363.

b. [Petitioner] shall convey to [respondent] such number of shares of stock of Netopia with the market value equivalent to Five Million Pesos ([P]5,000,000.00).

x x x x

This Agreement constitutes the complete and exclusive statement of the agreement between the parties as relates to the subject matter hereof and supersedes all proposals, oral or written, and all other representations, statements, negotiations, and undertakings relating to the subject matter. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon either party unless in writing signed by an authorized representative of each party.³⁵

The foregoing stipulations appear clear and show no contraventions of law, morals, good customs, public order, or public policy. Necessarily, they are valid and the parties' rights shall be adjudicated according to them, being the primary law between them.

Pursuant to the Agreement, it is undisputed that petitioner is obligated to pay respondent certain incentives upon successfully negotiating the sale of Digital Paradise, Inc. shares from ePLDT to petitioner. In particular, the petitioner bound itself to give: (1) **Five Million Pesos (P5,000,000.00)** in cash; and (2) number of shares of stock of Digital Paradise, Inc. with a market value equivalent to **Five Million Pesos (P5,000,000.00)**. Also without question is the successful sale of the shares from ePLDT to petitioner through the execution of an agreement on April 1, 2011. Resultantly, respondent received from petitioner an amount of **Three Million Seven Hundred Thousand Pesos (P3,700,000.00)**. Given that the amount was still deficient of the shares incentives and a remaining balance of **One Million Three Hundred Thousand Pesos (P1,300,000.00)**, respondent sent several letters, demanding payment. Unfortunately, these were all unheeded.

In defense of its non-payment, petitioner argues that it had entered into a second agreement with respondent, wherein both parties agreed to reduce the monetary incentive to **Three Million Seven Hundred Thousand Pesos (P3,700,000.00)** in light of several unexpected expenses.

Petitioner's argument fails to convince.

While petitioner represents that the parties entered into a subsequent agreement, a judicious review of the records proves that no such copy of the said agreement was ever offered as evidence. Absent any other convincing evidence establishing its claim, the Court cannot merely rely on petitioner's unsubstantiated allegations in the face of a perfected contract entered freely

³⁵ Rollo, p. 81.



and voluntarily by the parties. Mere allegations not equivalent to proof.³⁶ After all, the Agreement provides that there shall be no binding change, addition, or waiver of its provisions unless it shall be done in writing and signed by an authorized representative of each party. Consequently, given that no such requirement was complied with by the petitioner, the Court has no choice but to respect the provisions earlier agreed upon. When the terms of the contract are clear and leave no doubt as to the intention of the contracting parties, the rule is settled that the literal meaning of its stipulations should control.³⁷

For petitioner's manifest failure to settle the remaining balance of respondent's monetary incentive, the Court is one with the lower courts in finding petitioner liable to pay the latter the remaining balance of the ₱5,000,000.00 as stated in the Agreement.

The Court likewise finds no merit in petitioner's argument that the obligation with regard to the conveyance of stock incentive worth ₱5,000,000.00 is not yet due and demandable, as the said obligation has no period stipulated in the Agreement.

To reiterate, "where the language of a contract is plain and unambiguous, its meaning should be determined without reference to extrinsic facts or aids... Courts cannot make for the parties better or more equitable agreements that they themselves have been satisfied to make, or rewrite contracts because they operate harshly or inequitably as to one of the parties, or alter them for the benefit of one party and to the detriment of the other, or by construction, relieve one of the parties from the terms which [they] voluntarily consented to, or impose on [them] those which [they] did not."³⁸

Here, the provision of the Agreement in providing for the term to fulfill petitioner's obligation is not ambiguous and cannot be subject to any other interpretation:

NOW THEREFORE, the parties hereby agree and confirm that in the event that [respondent] successfully negotiates with ePLDT to accept the Offered price for the Netopia Stake, [petitioner] shall provide the following to [respondent] **no later than the date of the execution of the definitive agreement/s for the sale of the Netopia Stake by ePLDT to [petitioner] or on such other date that the parties may reasonably agree.**³⁹ (Emphasis and underscoring Ours)

³⁶ *Rep. of the Phils v. Catubog*, 830 Phil. 226, 239-240 (2018).

³⁷ CIVIL CODE, Article 1370.

³⁸ *Supra* note 32, at 388-389.

³⁹ *Rolla*, p.81.

As correctly found by the CA, it is unequivocal that the performance of petitioner's obligation of monetary and stock incentive is fixed. At first glance, while there seems to be no definite date indicated in the Agreement, the period is determinable, being due and demandable "no later than the date of the execution of the definitive agreement/s for the sale of the Netopia Stake by ePLDT to petitioner." Accordingly, given that the execution of the sale of shares occurred on April 1, 2011, petitioner's obligation to pay the respondent accrued and is deemed due and demandable on such date. As the Court explained in *Deudor v. J.M. Tuason & Co. Inc.*⁴⁰ "whenever a period is fixed pursuant thereto, the Court does not amend or modify the obligation concerned, but merely enforces or carries out the stipulations in the contract in question." Additionally, given that there was no proof that the parties entered into a subsequent agreement on a different date, the phrase "on such other date that the parties may reasonably agree" is neither controlling nor applicable in the case at bench.

Finally, petitioners are again mistaken in insisting that respondent failed to state a cause of action in his complaint.

A complaint sufficiently states a cause of action if it avers the existence of a cause of action, namely: (1) the legal right of the plaintiff; (2) the correlative obligation of the defendant; and (3) the act or omission of the defendant in violation of the said legal right.⁴¹ In determining the existence of a cause of action, only the statements in the complaint may be properly considered; it has nothing to do with the merits of the case. Whether those allegations are true or not is beside the point. The inquiry into the complaint is then limited only into the sufficiency, not the veracity, of the material allegations.⁴² If the allegations in a complaint furnish adequate basis by which the complaint may be maintained, the same should not be dismissed regardless of the defenses that may be assessed by the defendants.⁴³

Applying the foregoing principles, this Court finds that the complaint⁴⁴ filed by the respondent sufficiently establishes a cause of action. This stems from the fact that petitioner utterly reneged on its obligations to the prejudice of the respondent.

The allegations of the complaint, along with the annexes appended to it, bear out that the parties entered into the Agreement, which provides that in exchange for the respondent's successful negotiation of a sale of shares from ePLDT, petitioner would agree to convey both monetary and stock incentives to the latter upon the execution of a definitive agreement evidencing such sale. Notwithstanding the successful sale negotiated by

⁴⁰ *Deudor et al. v. J.M. Tuason & Co. Inc., et al.*, 112 Phil. 53, 64 (1961).

⁴¹ *Asia Brewery Inc., et al. v. Equitable PCI Bank*, 509 Phil. 289, 299 (2017).

⁴² *Mugellan Aerospace Corp. vs. Philippine Air Force*, 781 Phil. 788, 795 (2016).

⁴³ *Aquino, et al. vs. Quizon, et al.*, 755 Phil. 793, 810 (2015).

⁴⁴ *Rolla*, pp. 84-91.

respondent, and despite the several demand letters, he only received ₱3,700,000.00 from petitioner, which only represents a partial payment of the promised monetary incentive. Neither did respondent receive a conveyance of stocks worth ₱5,000,000.00 as stipulated in the Agreement. As elucidated in *China Banking Corp. v. Court of Appeals*,⁴⁵ “a cause of action on a written contract accrues only when an actual breach or violation thereof occurs.”

In fine, this Court finds no reason to deviate from the findings of the RTC and the CA, as the instant complaint sufficiently avers the existence of the three elements of the cause of action.

WHEREFORE, in view of the foregoing, the instant petition is **DENIED**. The Decision of the Court of Appeals in CA-G.R. CV No. 106148 affirming *in toto* the Decision of the Regional Trial Court in Civil Case No. 12-1018 is hereby **AFFIRMED**.

Petitioner IP E-Game Ventures, Inc. is **ORDERED** to pay Respondent George H. Tan the following:


1. **FOUR MILLION PESOS (₱4,000,000.00)** as and by way of Actual Damages;
2. **THIRTY THOUSAND PESOS (₱30,000.00)** as and by way of attorney’s fees; and
3. Costs of suit.

SO ORDERED.


JHOSEPH V. LOPEZ
Associate Justice

WE CONCUR:


MARVIC M. V. LEONEN
Associate Justice


RAMON PAUL L. HERNANDO
Associate Justice



HENRI JEAN PAUL B. INTING
Associate Justice

⁴⁵ 499 Phil. 770, 775 (2005).


RICARDO R. ROSARIO
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.


MARVIC M.V.F. LEONEN
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, and the Third 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.


ALEXANDER G. GESMUNDO
Chief Justice