



Republic of the Philippines  
Supreme Court  
Manila

THIRD DIVISION

NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Third Division, issued a Resolution dated **January 15, 2020**, which reads as follows:*

**“G.R. No. 209581 (DR. ENRIQUE T. ONA and DR. NORMA M. ONA, petitioners v. NORTHSTAR INTERNATIONAL TRAVEL, INC., respondents).** — For this Court’s resolution is the Petition for Review on Certiorari<sup>1</sup> filed by Drs. Enrique T. and Norma M. Ona (the Ona Spouses) assailing the Court of Appeals’ Decision,<sup>2</sup> denying their prayer for moral damages and attorney’s fees from Northstar International Travel, Inc. (Northstar).

Dr. Enrique T. Ona (Enrique) and Dr. Norma M. Ona (Norma) filed before the Regional Trial Court a Complaint for Breach of Contract and Damages against Northstar.<sup>3</sup> In their complaint, the Ona Spouses alleged the following:

They were set to attend the European Society of Organ Transplantation Congress in Paris from August 30 to September 2, 2009.<sup>4</sup> Prior to the event, they planned to go on a Mediterranean cruise. They contacted Northstar to assist them in their travel preparations.<sup>5</sup>

Northstar made arrangements for their 18-day trip. It booked the spouses a flight with KLM Royal Dutch Airline (KLM) and helped them apply for Schengen Visas.<sup>6</sup>

On August 16, 2009, the Ona Spouses went to the Ninoy Aquino International Airport to board the plane. However, KLM personnel refused

<sup>1</sup> *Rollo*, pp. 8–26.

<sup>2</sup> *Id.* at 28–40. The October 16, 2013 Decision in CA-G.R. CV No. 98935 was penned by Associate Justice Agnes Reyes-Carpio and concurred in by Associate Justices Rosalinda Asuncion-Vicente (Chair) and Priscilla J. Baltazar-Padilla of the Eighth Division of the Court of Appeals, Manila.

<sup>3</sup> *Id.* at 28.

<sup>4</sup> *Id.* at 31–32.

<sup>5</sup> *Id.* at 28.

<sup>6</sup> *Id.* at 29.

to check them in into their flight. The spouses' trip entailed an 18-day stay in Europe, but their Schengen Visas were valid for a 15-day stay only.<sup>7</sup>

The Ona Spouses contacted Northstar, but it was allegedly "unable to provide them with any concrete solutions."<sup>8</sup> They then phoned Secretary of Foreign Affairs Alberto Romulo.<sup>9</sup>

The KLM personnel eventually allowed the Ona Spouses to board their flight. However, KLM booked a return ticket for August 30, 2009, two days short of the spouses' planned trip. They advised the Ona spouses to immediately have their visas extended upon their arrival in Europe.<sup>10</sup>

Upon arriving in Italy, the Ona Spouses got in touch with Ambassador to France Rora Navarro-Tolentino (Navarro-Tolentino) and Consul General Danilo Ibayan (Ibayan) to have their visas extended. Navarro-Tolentino and Ibayan accommodated them, "but could offer no guarantees if they would be able to work out an extension because [August 17, 2009] was a holiday in the Philippines."<sup>11</sup>

On August 17, 2009, The Ona Spouses boarded the Mediterranean cruise ship. However, they allegedly could not enjoy the cruise because of their dilemma. Eventually, they cut their vacation short as they had to disembark at Naples, Italy—a day earlier than scheduled. They boarded a taxi for Rome, Italy where they were scheduled to appear before Navarro-Tolentino to have their visas extended. They were constrained to book a hotel in Rome and spend on food and lodging.<sup>12</sup>

After the Congress in Paris, the Ona Spouses returned to the Philippines.<sup>13</sup>

On September 5, 2009, the Ona Spouses wrote Northstar, demanding payment for the costs they incurred to have their visas extended, specifically: (a) the taxi fare from Naples to the French Embassy in Rome, €100; (b) their overnight stay in a hotel, €70; (c) Enrique's visa extension, €60; (d) Norma's visa extension, €60; (e) their food expenses while in Rome, €71; and (f) ₱25,000 for their telephone expenses. They likewise pleaded these amounts in their complaint, and demanded ₱1,000,000.00 each as moral damages and ₱250,000.00 attorney's fees.<sup>14</sup>

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<sup>7</sup> Id.

<sup>8</sup> Id.

<sup>9</sup> Id.

<sup>10</sup> Id.

<sup>11</sup> Id. at 2930.

<sup>12</sup> Id.

<sup>13</sup> Id.

<sup>14</sup> Id.

As compromise, Northstar offered two (2) roundtrip business class tickets to any Asian country of the spouses' choice. However, the Ona Spouses rejected the offer, and Northstar withdrew it. Northstar then counter-offered to reimburse the additional costs that the spouses incurred to have their visas extended, but refused to pay damages.<sup>15</sup>

In its Answer, Northstar argued that the Ona Spouses have no cause of action against it, since it had no contractual obligation to them. The pharmaceutical company, Roche Philippines, contracted with Northstar to procure Enrique's plane tickets for his attendance to the 14<sup>th</sup> Congress of the European Society for Organ Transplantation.<sup>16</sup> As far as it was concerned, it complied with their obligation to Roche to "have the necessary airline ticket issued to [Dr.] Enrique T. Ona."<sup>17</sup>

Northstar alleged that it submitted the Ona Spouses' itinerary to the French Embassy. Accordingly, the embassy issued them their respective Schengen Visas, which were valid for a month.<sup>18</sup>

It added that the spouses caused their own problem. In their Schengen Visa application, they indicated "15 days" in the space provided for their duration of stay in Europe. This was three (3) days short of their 18-day trip. It stressed that it had no obligation to issue them a Schengen Visa. Its only obligation was to assist the Ona Spouses in their application, which it fulfilled.<sup>19</sup>

In its March 28, 2012 Decision,<sup>20</sup> the Regional Trial Court awarded the Ona Spouses €290.00 and ₱25,000.00 as actual damages. It ruled that Northstar was negligent in not reviewing the visa application forms. However, the Ona Spouses were partly to blame because they indicated "15 days" as the duration of their stay in their applications.

Finding that Northstar was neither in bad faith nor grossly negligent, the trial court denied the prayer for moral damages and attorney's fees. The dispositive portion read:

**WHEREFORE**, premises duly considered, the herein defendant **NORTHSTAR INTERNATIONAL TRAVEL, INC. (NORTHSTAR)** is hereby **ORDERED** to **PAY** the herein plaintiffs **DR. ENRIQUE T. ONA (DR. ONA)** and **DR. NORMA M. ONA (DR. NORMA)** the following sums as and for actual damages, to wit:

<sup>15</sup> Id. at 31.

<sup>16</sup> Id.

<sup>17</sup> Id. at 32.

<sup>18</sup> Id.

<sup>19</sup> Id.

<sup>20</sup> Id. at 41-80. The Decision was penned by Presiding Judge Cedrick O Ruiz of the Regional Trial Court of Makati City, Branch 61.

1. Two Hundred Ninety European Dollars (290 Euros); and
2. Twenty-Five Thousand Philippine Pesos (₱25,000.00).

The counterclaims of the herein defendant Northstar International Travel, Inc. (Northstar) is (sic) hereby **DISMISSED** for lack of merit.

No costs.

**SO ORDERED.**<sup>21</sup> (Emphasis in the original.)

The Ona Spouses appealed the trial court's refusal to award moral damages and attorney's fees.

In its October 16, 2013 Decision,<sup>22</sup> the Court of Appeals dismissed the appeal for violating Rule 44, Section 13 (c) and (d) of the 1997 Rules on Civil Procedure. The Ona Spouses' pleadings did not contain the necessary page references to the record. In any case, the Court of Appeals ruled that the Appeal has no merit. It found no bad faith and gross negligence on Northstar's part. It held that the Ona Spouses were not entitled to moral damages, thus:

**WHEREFORE**, premises considered, the instant appeal of appellants Dr. Enrique T. Ona and Dra. Norma M. Ona is hereby **DISMISSED**.

**SO ORDERED.**<sup>23</sup> (Emphasis in the original.)

Thus, the Ona Spouses filed a Petition for Review on Certiorari<sup>24</sup> against Northstar before this Court.

In its January 20, 2014 Resolution,<sup>25</sup> this Court required respondents to comment on the Petition within 10 days from notice. Respondents filed their Comment<sup>26</sup> on April 7, 2014. This was noted by this Court in its July 21, 2014 Resolution,<sup>27</sup> where we required petitioners to file a reply.

On September 1, 2014, petitioners filed their Reply.<sup>28</sup>

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<sup>21</sup> Id. at 80.

<sup>22</sup> Id. at 28-40.

<sup>23</sup> Id. at 39.

<sup>24</sup> Id. at 8-26.

<sup>25</sup> Id. at 83.

<sup>26</sup> Id. at 97-110.

<sup>27</sup> Id. at 111.

<sup>28</sup> Id. at 113-121.

Alleging that they have a meritorious case, petitioners pray that this Court relax the procedural rules in the interest of justice and equity.<sup>29</sup> They claim that respondent was grossly negligent in not examining petitioners' visa applications.<sup>30</sup> Had respondent's employees scrutinized petitioners' visa applications, they would have seen that petitioners indicated the wrong duration of stay in the forms.<sup>31</sup>

Petitioners assert that respondent's bad faith was evident when it led them to believe that their travel documents were in order.<sup>32</sup>

Respondent maintains that the trial and appellate courts correctly denied the award of moral damages and attorney's fees.<sup>33</sup> It argues that petitioners cannot fault it for their negligence in indicating "15 days" as duration of stay in their visa applications. Petitioner applied for their Schengen Visas a few weeks prior to departure, contrary to the Philippine Travel Agencies Association Travel Handbook which prescribes that application must be done two (2) to three (3) months prior to travelling.<sup>34</sup>

Respondent points out that it had no obligation to secure the appropriate visa, but merely to assist petitioners.<sup>35</sup> As the trial court found, respondent may have been negligent, but it immediately sought to rectify petitioners' mistake, and reimburse them for their expenses.<sup>36</sup> Thus, there is no basis to award moral damages and attorney's fees.

For this Court's resolution is whether or not respondent Northstar International Travel, Inc. should pay moral damages and attorney's fees to petitioners Dr. Enrique T. Ona and Dr. Norma M. Ona for its failure to notify the spouses of the erroneous entry in their applications for Schengen Visas.

After scrutinizing the records, this Court finds no cogent reason to reverse the ruling of the Court of Appeals.

## I

Under Article 2220 of the Civil Code, moral damages may only be awarded when there is a breach of contract and the party acted fraudulently or in bad faith:

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<sup>29</sup> Id. at 16.

<sup>30</sup> Id. at 19.

<sup>31</sup> Id. at 20.

<sup>32</sup> Id. at 21.

<sup>33</sup> Id. at 103.

<sup>34</sup> Id. at 100.

<sup>35</sup> Id. at 101.

<sup>36</sup> Id. at 106.

ARTICLE 2220. Willful injury to property may be a legal ground for awarding moral damages if the court should find that, under the circumstances, such damages are justly due. The same rule applies to breaches of contract where the defendant acted fraudulently or in bad faith.

A simple breach of contract does not give rise to an award of moral damages. The breach that warrants recovery of moral damages must be “wanton, reckless, malicious or in bad faith, and oppressive or abusive.”<sup>37</sup> *Arco Pulp and Paper Co., Inc. v. Lim*<sup>38</sup> explained:

Moral damages, however, are not recoverable on the mere breach of the contract. Article 2220 requires that the breach be done fraudulently or in bad faith. In *Adriano v. Lasala*:

To recover moral damages in an action for breach of contract, the breach must be palpably wanton, reckless and malicious, in bad faith, oppressive, or abusive. Hence, the person claiming bad faith must prove its existence by clear and convincing evidence for the law always presumes good faith.

**Bad faith does not simply connote bad judgment or negligence. It imports a dishonest purpose or some moral obliquity and conscious doing of a wrong, a breach of known duty through some motive or interest or ill will that partakes of the nature of fraud. It is, therefore, a question of intention, which can be inferred from one's conduct and/or contemporaneous statements.**<sup>39</sup> (Emphasis in the original, citations omitted)

As the law presumes good faith, clear and convincing evidence must show the attendance of bad faith. Further, moral damages is awarded when the following elements concur:

An award of moral damages would require certain conditions to be met, to wit: (1) *first*, there must be an injury, whether physical, mental or psychological, clearly sustained by the claimant; (2) *second*, there must be culpable act or omission factually established; (3) *third*, the wrongful act or omission of the defendant is the proximate cause of the injury sustained by the claimant; and (4) *fourth*, the award of damages is predicated on any of the cases stated in Article 2219 of the Civil Code.<sup>40</sup> (Emphasis in the original, citation omitted)

<sup>37</sup> *Philippine Savings Bank v. Spouses Castillo*, 664 Phil. 774, 786 (2011) [Per J. Nachura, Second Division].

<sup>38</sup> 737 Phil. 133 (2014) [Per J. Leonen, Third Division].

<sup>39</sup> *Id.* at 150–151 citing *Adriano v. Lasala*, 719 Phil. 408 (2013) [Per J. Mendoza, Third Division].

<sup>40</sup> *Id.* at 148 citing *Francisco v. Ferrer, Jr.*, 405 Phil. 741, 749–750 (2001) [Per J. Pardo, First Division].

Here, it is no longer contested that petitioners suffered pecuniary losses in the amount of €290.00 and ₱25,000.00. It was also established that respondent was negligent in not examining the contents of petitioners' visa applications.<sup>41</sup> This, in turn, was the proximate cause of the pecuniary losses.

As to the fourth requisite, *Arco Pulp and Paper* clarified:

. . . Article 2219 of the Civil Code provides that moral damages may be awarded in the following instances:

Article 2219. Moral damages may be recovered in the following and analogous cases:

- (1) A criminal offense resulting in physical injuries;
- (2) Quasi-delicts causing physical injuries;
- (3) Seduction, abduction, rape, or other lascivious acts;
- (4) Adultery or concubinage;
- (5) Illegal or arbitrary detention or arrest;
- (6) Illegal search;
- (7) Libel, slander or any other form of defamation;
- (8) Malicious prosecution;
- (9) Acts mentioned in Article 309;
- (10) Acts and actions referred to in Articles 21, 26, 27, 28, 29, 30, 32, 34, and 35.

*Breaches of contract done in bad faith, however, are not specified within this enumeration.* When a party breaches a contract, he or she goes against Article 19 of the Civil Code, which states:

Article 19. Every person must, in the exercise of his rights and in the performance of his duties, act with justice, give everyone his due, and observe honesty and good faith.

Persons who have the right to enter into contractual relations must exercise that right with honesty and good faith. Failure to do so results in an abuse of that right, which may become the basis of an action for damages. Article 19, however, cannot be its sole basis:

Article 19 is the general rule which governs the conduct of human relations. By itself, it is not the basis of an actionable tort. Article 19 describes the degree of care required so that an actionable tort may arise when it is alleged together with Article 20 or Article 21.

Article [sic] 20 and 21 of the Civil Code are as follows:

Article 20. Every person who, contrary to law, wilfully or negligently causes damage to another, shall indemnify the latter for the same.

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<sup>41</sup> *Rollo*, p. 39.

Article 21. Any person who wilfully causes loss or injury to another in a manner that is contrary to morals, good customs or public policy shall compensate the latter for the damage.

To be actionable, Article 20 requires a violation of law, while Article 21 only concerns with lawful acts that are contrary to morals, good customs, and public policy:

Article 20 concerns violations of existing law as basis for an injury. It allows recovery should the act have been willful or negligent. Willful may refer to the intention to do the act and the desire to achieve the outcome which is considered by the plaintiff in tort action as injurious. Negligence may refer to a situation where the act was consciously done but without intending the result which the plaintiff considers as injurious.

Article 21, on the other hand, concerns injuries that may be caused by acts which are not necessarily proscribed by law. This article requires that the act be willful, that is, that there was an intention to do the act and a desire to achieve the outcome. In cases under Article 21, the legal issues revolve around whether such outcome should be considered a legal injury on the part of the plaintiff or whether the commission of the act was done in violation of the standards of care required in Article 19.

When parties act in bad faith and do not faithfully comply with their obligations under contract, they run the risk of violating Article 1159 of the Civil Code:

Article 1159. Obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith.

*Article 2219, therefore, is not an exhaustive list of the instances where moral damages may be recovered* since it only specifies, among others, Article 21. When a party reneges on his or her obligations arising from contracts in bad faith, the act is not only contrary to morals, good customs, and public policy; it is also a violation of Article 1159. Breaches of contract become the basis of moral damages, not only under Article 2220, but also under Articles 19 and 20 in relation to Article 1159.<sup>42</sup> (Emphasis supplied, citations omitted)

The claim for moral damages need not be anchored on Article 2219 of the Civil Code. "Since a finding of bad faith is generally premised on the *intent of the doer*, it requires an examination of the circumstances in each case."<sup>43</sup>

<sup>42</sup> *Arco Pulp and Paper Co., Inc. v. Lim*, 737 Phil. 133, 149–150 (2014) [Per J. Leonen, Third Division].

<sup>43</sup> *Id.* at 151.



Here, this Court is not sufficiently convinced that respondent was in bad faith when it represented to petitioners that their documents were in order, despite the apparent mistake in the number of days of stay that the petitioners indicated in their visa applications. This can be attributed to attendant negligence, but not bad faith.

This is not the “conscious doing of a wrong, a breach of known duty through some motive or interest or ill will that partakes of the nature of fraud[,]”<sup>44</sup> that warrants the award of moral damages. Petitioners do not impute any ill motive on respondent’s end, and we fail to see what respondent gains from its failure to call petitioners’ attention to the mistake. There is neither anything to gain from deliberately misleading petitioners, if it were the case. If anything, respondent’s negligence hurt its business, and its officers’ subsequent acts exhibited this. Upon discovering the problem, respondent immediately sought to rectify the situation through its officers.

Thus, this Court finds that there was no bad faith in respondent’s act. Moral damages may not be recovered.

## II

Petitioners also allege before this Court that respondent was grossly negligent in not examining their Schengen Visa application forms, and thus, it failed to detect the erroneous entry.

The Regional Trial Court found, and the Court of Appeals affirmed, that respondent was negligent in its dealing with petitioners. Hence, the lower courts directed respondent to pay petitioners actual damages of €290.00 and ₱25,000.00. Respondent no longer disputes this, and this has attained finality.

We elaborate.

The fault or negligence in the performance of obligation, negligence in *culpa contractual*,<sup>45</sup> exposes the obligor to liability for damages arising from the obligee’s loss.<sup>46</sup>

<sup>44</sup> Id. at 151–152 citing *Adriano v. Lasala*, 719 Phil. 408 (213) [Per J. Mendoza, Third Division].

<sup>45</sup> *Orient Freight International, Inc. v. Keihin-Everett Forwarding Co., Inc.*, 816 Phil. 163 (2017) [Per J. Leonen, Second Division] citing *Spouses Batal v. Spouses Tominaga*, 534 Phil. 798, 804 (2006) [Per J. Austria-Martinez, First Division].

<sup>46</sup> *Crisostomo v. Court of Appeals*, 456 Phil. 845 (2003) [Per J. Ynares-Santiago, First Division].

Civil Code, Articles 1170 to 1174 govern negligence in *culpa contractual*.<sup>47</sup>

Article 1170. Those who in the performance of their obligations are guilty of fraud, negligence, or delay, and those who in any manner contravene the tenor thereof, are liable for damages.

Article 1171. Responsibility arising from fraud is demandable in all obligations. Any waiver of an action for future fraud is void.

Article 1172. Responsibility arising from negligence in the performance of every kind of obligation is also demandable, but such liability may be regulated by the courts, according to the circumstances.

Article 1173. The fault or negligence of the obligor consists in the omission of that diligence which is required by the nature of the obligation and corresponds with the circumstances of the persons, of the time and of the place. When negligence shows bad faith, the provisions of articles 1171 and 2201, paragraph 2, shall apply.

If the law or contract does not state the diligence which is to be observed in the performance, that which is expected of a good father of a family shall be required.

Article 1174. Except in cases expressly specified by the law, or when it is otherwise declared by stipulation, or when the nature of the obligation requires the assumption of risk, no person shall be responsible for those events which could not be foreseen, or which, though foreseen, were inevitable.<sup>48</sup>

In actions involving contractual negligence, “once a breach of contract is proved, the defendant is presumed negligent and must prove not being at fault.”<sup>49</sup> This is a disputable presumption. To be exculpated from liability, the person claiming moral damages must show that he or she was not negligent in carrying out the obligation.<sup>50</sup>

The law does not prescribe a standard of diligence applicable to all contracts, and the required degree of diligence invariably depends on the circumstances of each case.

*Crisostomo v. Court of Appeals*<sup>51</sup> explained that a travel agency is not a common carrier that is bound to exercise extraordinary diligence in

<sup>47</sup> *Orient Freight International, Inc. v. Keihin-Everett Forwarding Co., Inc.*, 816 Phil. 163 (2017) [Per J. Leonen, Second Division] citing *Spouses Batal v. Spouses Tominaga*, 534 Phil. 798, 804 (2006) [Per J. Austria-Martinez, First Division].

<sup>48</sup> *Id.* at 175–176.

<sup>49</sup> *Id.* at 176 citing *Consolidated Bank and Trust Corp. v. Court of Appeals*, 457 Phil. 688, 708 (2003) [Per J. Carpio, First Division].

<sup>50</sup> *Huang v. Phil Hoteliers*, 700 Phil. 327, 358 (2012) [Per J. Perez, Second Division].

<sup>51</sup> 456 Phil. 845 (2003) [Per J. Ynares-Santiago, First Division].

performing its obligations. In ruling this, this Court discussed the nature of a travel agency's business:

A common carrier is defined under Article 1732 of the Civil Code as persons, corporations, firms or associations engaged in the business of carrying or transporting passengers or goods or both, by land, water or air, for compensation, offering their services to the public.

It is obvious from the above definition that respondent is not an entity engaged in the business of transporting either passengers or goods and is therefore, neither a private nor a common carrier. Respondent did not undertake to transport petitioner from one place to another since its covenant with its customers is simply to make travel arrangements in their behalf. *Respondent's services as a travel agency include procuring tickets and facilitating travel permits or visas as well as booking customers for tours.*

*. . . Respondent's obligation to petitioner in this regard was simply to see to it that petitioner was properly booked with the airline for the appointed date and time. Her transport to the place of destination, meanwhile, pertained directly to the airline.*

The object of petitioner's contractual relation with respondent is the latter's *service of arranging and facilitating petitioner's booking, ticketing and accommodation in the package tour.* In contrast, the object of a contract of carriage is the transportation of passengers or goods. *It is in this sense that the contract between the parties in this case was an ordinary one for services and not one of carriage. . . .*<sup>52</sup> (Emphasis supplied.)

*Crisostomo* held that considering that travel agencies and their clients engage in an ordinary contract for services, the standard of care required of a travel agency is that of a good father of a family, under Civil Code, Article 1173.<sup>53</sup> It continued:

This connotes reasonable care consistent with that which an ordinarily prudent person would have observed when confronted with a similar situation. The test to determine whether negligence attended the performance of an obligation is: did the defendant in doing the alleged negligent act use that reasonable care and caution which an ordinarily prudent person would have used in the same situation? If not, then he is guilty of negligence.<sup>54</sup> (Citation omitted)

<sup>52</sup> Id. at 855-856.

<sup>53</sup> CIVIL CODE, art. 1173 provides:

ARTICLE 1173. The fault or negligence of the obligor consists in the omission of that diligence which is required by the nature of the obligation and corresponds with the circumstances of the persons, of the time and of the place. When negligence shows bad faith, the provisions of articles 1171 and 2201, paragraph 2, shall apply.

If the law or contract does not state the diligence which is to be observed in the performance, that which is expected of a good father of a family shall be required.

<sup>54</sup> *Crisostomo v. Court of Appeals*, 456 Phil. 845, 856-857 (2003) [Per J. Ynares-Santiago, First Division] citing *Jarco Marketing Corporation v. Court of Appeals*, 379 Phil. 991 (1999) [Per C.J. Davide, First Division].

Here, it was clear that respondent was negligent in failing to call petitioners' attention in the erroneous entry in their visa applications. Had it exercised due diligence, it would have rectified the mistake early on, and petitioners would have secured the appropriate visas. It is reasonable for clients to expect that the travel agency would scrutinize the entries in their application forms. It is the nature of a travel agency's business, for which its services are hired. Had respondent observed due care, petitioners would not have had to disembark a day earlier from their cruise to appear before the embassy, and have their visas extended. Thus, the lower courts correctly awarded actual damages which covered these expenses.

In sum, petitioners failed to establish any basis for moral damages. We likewise find no basis for an award of attorney's fees.<sup>55</sup>

**WHEREFORE**, the Petition for Review on Certiorari is **DENIED** for lack of merit, and the Court of Appeals' October 16, 2013 Decision in CA-G.R. CV No. 98935 is **AFFIRMED**.

**SO ORDERED.**"

Very truly yours,

*Misael DC Batt*  
**MISAEAL DOMINGO C. BATTUNG III**  
*Division Clerk of Court*

*gmw*  
*2/14/20*

<sup>55</sup> CIVIL CODE, art. 2208 provides:

ARTICLE 2208. In the absence of stipulation, attorney's fees and expenses of litigation, other than judicial costs, cannot be recovered, except:

- (1) When exemplary damages are awarded;
- (2) When the defendant's act or omission has compelled the plaintiff to litigate with third persons or to incur expenses to protect his interest;
- (3) In criminal cases of malicious prosecution against the plaintiff;
- (4) In case of a clearly unfounded civil action or proceeding against the plaintiff;
- (5) Where the defendant acted in gross and evident bad faith in refusing to satisfy the plaintiff's plainly valid, just and demandable claim;
- (6) In actions for legal support;
- (7) In actions for the recovery of wages of household helpers, laborers and skilled workers;
- (8) In actions for indemnity under workmen's compensation and employer's liability laws;
- (9) In a separate civil action to recover civil liability arising from a crime;
- (10) When at least double judicial costs are awarded;
- (11) In any other case where the court deems it just and equitable that attorney's fees and expenses of litigation should be recovered.

In all cases, the attorney's fees and expenses of litigation must be reasonable.