



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated 01 February 2021 which reads as follows:*

**“G.R. No. 254226 (*Spouses Jonathan Flores and Glenda Flores v. Rodolfo E. Minas*).** — This is a Petition for Review on *Certiorari*<sup>1</sup> assailing the Court of Appeals’ (CA) Decision<sup>2</sup> dated June 14, 2019 in CA-G.R. CV No. 110726 which affirmed the Regional Trial Court’s (RTC) Judgment<sup>3</sup> dated September 14, 2017 dismissing the complaint for breach of contract and damages.

Considering the allegations, issues, and arguments adduced in the Petition for Review on *Certiorari*, this Court finds no cogent reason to deviate from the CA and the RTC’s findings that the special power of attorney and the contract of sale are void absent the respondent’s consent.

However, we delete the award of moral damages and attorney’s fees. The CA and the RTC concluded that the petitioners are liable for moral damages because they acted in bad faith in entering into a void transaction. Yet, bad faith does not simply mean bad judgment or negligence. Rather, bad faith imparts a dishonest purpose or some moral obliquity and conscious doing of wrong.<sup>4</sup> Here, petitioners strongly believed that respondent’s son was authorized to sell the vehicle. Otherwise, petitioners would not have parted with their hard-earned money. Moreover, petitioners relied in good faith on the special power of attorney that respondent’s son presented before the Land Transportation Office (LTO) and the Land Transportation Franchising and Regulatory Board (LTFRB). Similarly, attorney’s fees may only be awarded upon proof of bad faith. In this case, there was no evidence that petitioners were motivated with malice in filing the complaint. At any rate, it is settled that attorney’s fees cannot be recovered as part of damages

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<sup>1</sup> *Rollo*, pp. 9-25.

<sup>2</sup> *Id.* at 107-114; penned by Associate Justice Edwin D. Sorongon, with the concurrence of Chairperson Sesinando E. Villon and Junior Member Germano Francisco D. Legaspi.

<sup>3</sup> *Id.* at 47-60; penned by Judge Richard A. Paradeza.

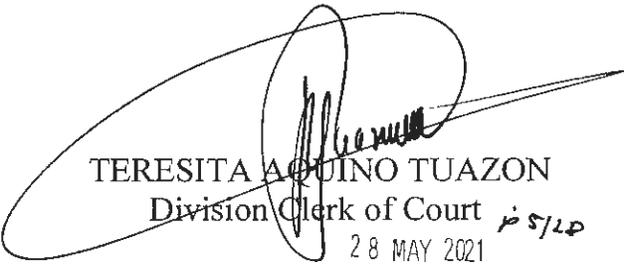
<sup>4</sup> *National Food Authority v. CA*, 370 Phil. 735, 750 (1999).

because of the policy that no premium should be placed on the right to litigate.<sup>5</sup>

**FOR THESE REASONS**, the petition is **DENIED**. The Court of Appeals' Decision dated June 14, 2019 in CA-G.R. CV No. 110726 is **AFFIRMED with MODIFICATIONS** in that the award for moral damages and attorney's fees are **DELETED**.

**SO ORDERED."**

By authority of the Court:



TERESITA AQUINO TUAZON  
Division Clerk of Court  
28 MAY 2021

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HON. PRESIDING JUDGE (reg)  
Regional Trial Court, Branch 72  
Olongapo City  
(Civil Case No. 99-0-2012)

JUDGMENT DIVISION (x)  
Supreme Court, Manila

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Supreme Court, Manila

COURT OF APPEALS (x)  
Ma. Orosa Street  
Ermita, 1000 Manila  
CA-G.R. CV No. 110726

\*with copy of CA Decision dated 14 June 2019.  
*Please notify the Court of any change in your address.*  
GR254226. 2/01/2021(16)URES

<sup>5</sup> *Sian v. Spouses Somoso*, G.R. No. 201812, January 22, 2020.