



REPUBLIC OF THE PHILIPPINES  
SUPREME COURT  
Manila

SECOND DIVISION

**NOTICE**

Sirs/Mesdames:

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

**“G.R. No. 246131 (Jollibee Foods Corporation v. L.O.L. Food Ventures Corporation).** – After a judicious study of the case, the Court resolves to **DENY** the instant petition<sup>1</sup> and **AFFIRM** the November 7, 2017 Decision<sup>2</sup> and the March 11, 2019 Resolution<sup>3</sup> of the Court of Appeals (CA) in CA-G.R. CV No. 102684 for failure of petitioner Jollibee Foods Corporation (petitioner) to sufficiently show that the CA committed any reversible error in holding the former solidarily liable with Mall Food Ventures (Mall) and Royal Garden Restaurant (Royal) for their shares in the rental and common area expenses, which were advanced by respondent L.O.L Food Ventures Corporation (respondent).

As correctly ruled by the CA, petitioner should be held solidarily liable to respondent for the payments it advanced in behalf of Mall and Royal, upon the former’s request.<sup>4</sup> As pointed out by the CA, it is clear that under the Contract of Lease<sup>5</sup> dated October 7, 1997 and its Addendum<sup>6</sup> dated November 9, 1999, the principal obligation to pay rentals, utilities, and operating expenses for the common area is on the original lessee, *i.e.*, herein petitioner, notwithstanding its sublease agreements with respondent, Mall, and Royal.<sup>7</sup> This Court has held that a sublease contract does not affect the juridical relation between the lessor and lessee; thus, despite the sublease of the property, the parties continue to be bound by the original lease contract.<sup>8</sup> Moreover, Article 1236<sup>9</sup> of the Civil Code provides

<sup>1</sup> *Rollo*, pp. 9-60.

<sup>2</sup> *Id.* at 70-88. Penned by Associate Justice Eduardo B. Peralta, Jr. with Associate Justices Priscilla J. Baltazar-Padilla and Nina G. Antonio-Valenzuela, concurring.

<sup>3</sup> *Id.* at 67-68.

<sup>4</sup> See *id.* at 74.

<sup>5</sup> *Id.* at 232-238

<sup>6</sup> *Id.* at 239-240

<sup>7</sup> *Id.* at 77-79.

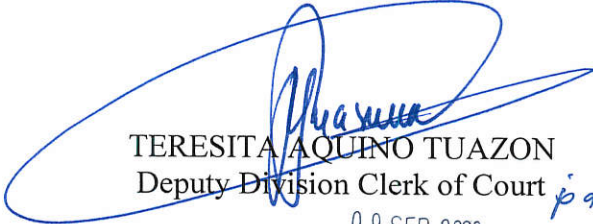
<sup>8</sup> *Inocencio v. Hospicio de San Jose*, 718 Phil. 399, 410 (2013).

<sup>9</sup> Article 1236. The creditor is not bound to accept payment or performance by a third person who has no interest in the fulfillment of the obligation, unless there is a stipulation to the contrary. Whoever pays for another may demand from the debtor what he has paid, except that if he paid without the

that a third person who pays the obligation of another with his knowledge or consent may demand from such debtor what he has paid. Considering that respondent had advanced the payment for the rental and operating expenses precisely upon petitioner's insistence, it may validly seek full reimbursement. The CA was likewise correct in observing that petitioner was estopped from disavowing reimbursement to respondent based on the oral and written representations it made to the latter.<sup>10</sup> To allow petitioner to renege on its promise of reimbursement would effectively result in unjust enrichment at the expense of respondent, which cannot be countenanced.

**SO ORDERED.** (Gaerlan, J., designated Additional Member per Special Order No. 2780 dated May 11, 2020.)”

Very truly yours,

  
TERESITA AQUINO TUAZON  
Deputy Division Clerk of Court  
09 SEP 2020 p 977

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HON. PRESIDING JUDGE (reg)

Regional Trial Court, Branch 37  
Manila  
(Civil Case No. 02-105339)

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knowledge or against the will of the debtor, he can recover only insofar as the payment has been beneficial to the debtor.

<sup>10</sup> See *rollo*, p. 81.