

# **SM LAND, INC. vs. BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**Case Title:**

SM Land, Inc. vs. Bases Conversion and Development Authority (BCDA)

**Facts:**

1. **Submission of Proposal:** SM Land, Inc. (SMLI) submitted its first unsolicited proposal to BCDA on December 14, 2009, for the development of the Bonifacio South Property.
2. **Negotiations:** BCDA entered into negotiations with SMLI which culminated in a Certification of Successful Negotiations on August 6, 2010. The agreement included subjecting SMLI's proposal to a competitive challenge.
3. **Notarization and Agreement:** The Certification of Successful Negotiations was signed by both parties and notarized, outlining the terms for the joint venture (JV) and competitive challenge process.
4. **Unilateral Cancellation:** Despite the agreement, BCDA later unilaterally decided to terminate the competitive challenge process and subject the property to public bidding instead.
5. **SMLI's Petition:** In response to BCDA's actions, SMLI filed a petition for certiorari with the Supreme Court, arguing that BCDA gravely abused its discretion.

**Procedural Posture:**

- **Lower Courts:** Details regarding proceedings in lower courts are not provided.
- **Supreme Court:** The Supreme Court initially ruled in favor of SMLI on August 13, 2014, directing BCDA to subject SMLI's proposal to a competitive challenge. BCDA filed a motion for reconsideration.

**Issues:**

1. **Existence and Validity of Contract:** Whether a valid and perfected contract existed between SMLI and BCDA which mandated a competitive challenge for the JV.
2. **BCDA's Authority and Abuse of Discretion:** Whether BCDA could unilaterally cancel the competitive challenge without grave abuse of discretion.
3. **Force and Effect of NEDA JV Guidelines:** Whether the NEDA JV Guidelines have the force and effect of law, binding the BCDA to comply.
4. **Estoppel Against the Government:** Whether estoppel can be invoked against BCDA for renegeing on its obligations.

**Court's Decision:**

1. **Existence of Contract:** The Supreme Court confirmed that a valid and perfected contract existed between SMLI and BCDA. The certification of successful negotiations represented a meeting of the minds complying with the essential requisites of a valid contract under Article 1318 of the Civil Code, including consent, object, and cause.
2. **Abuse of Discretion:** The Court held that BCDA's unilateral cancellation of the competitive challenge constituted grave abuse of discretion. BCDA was bound by the contract which included terms for a competitive challenge.
3. **NEDA JV Guidelines:** The Court affirmed that the NEDA JV Guidelines, issued pursuant to multiple Executive Orders, had the force and effect of law. Thus, BCDA could not deviate from these guidelines.
4. **Estoppel:** The Court held that estoppel applied against BCDA. By repeatedly assuring SMLI of compliance and then retracting, BCDA acted capriciously, thus estoppel could be invoked.

**Doctrine:**

- **Binding Nature of Perfected Contracts:** Contracts must be honored in good faith and cannot be unilaterally terminated without cause or consequence.
- **Legal Force of Administrative Guidelines:** Administrative guidelines, such as the NEDA JV Guidelines, have the force of law if issued under properly delegated administrative authority.
- **Estoppel Against Government Actions:** The government cannot act dishonorably or capriciously and estoppel can be invoked to prevent unjust results.

**Class Notes:**

- **Elements of a Valid Contract:** Reference to Article 1318, Civil Code (Consent, Object, Cause).
- **Grave Abuse of Discretion:** Actions that exceed the bounds of reason, resulting in substantial injustice.
- **Administrative Law:** Guidelines issued by administrative bodies under executive authority hold legal weight.
- **Estoppel Principle:** Prevents parties from reneging on obligations resulting in unfair disadvantage to the other party.
- **Article 1159, Civil Code:** Obligations arising from contracts have the force of law and should be complied with in good faith.

**Historical Background:**

The case is set against the backdrop of efforts to privatize and develop former military lands

in Metro Manila, particularly Fort Bonifacio, into commercial and residential areas. Such initiatives were part of broader efforts to modernize the Armed Forces of the Philippines and rationalize the use of public lands. The decision underscores the importance of adhering to administrative protocols and contractual agreements to maintain integrity and public trust in government transactions.