

SCOTT CONSULTANTS & RESOURCE DEVELOPMENT CORPORATION, INC., PETITIONER, VS. COURT OF APPEALS AND PHILIPPINE ROCK PRODUCTS, INC., RESPONDENTS.

G.R. No. 112916. March 16, 1995

Ponente: DAVIDE, JR., J.

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DAVIDE, JR., J.:

In this petition for review on certiorari under Rule 45 of the Rules of Court, the petitioner seeks to review and set aside the decision of 28 August 1992 and the resolution of 9 December 1993 of the Court of Appeals in CA-G.R. CV No. 31376. [1]

In the assailed decision, the Court of Appeals modified the decision of 23 November 1990 of Branch 75 of the Regional Trial Court (RTC) at San Mateo, Rizal, in Civil Case No. 658-90. [2] The petitioner was the plaintiff in the said case.

The factual and procedural antecedents of this case are summarized by the trial court in its decision as follows:

The Complaint filed on April 2, 1990, in essence, alleged that plaintiff [petitioner] is a corporation organized under and by virtue of the laws of the Philippines with office at Ermita Centre Bldg., 1350 Roxas Blvd., Ermita, Manila; that on November 21, 1988, plaintiff entered into an Option Agreement for a twelve-month period with Lourdes Yaneza, a representative of Kadakilaan Estate, owner of a mining claim at Rodriguez, Rizal which was registered with the Office of the Mining Recorder of the DENR, "to develop, operate, mine and market the products therefrom, and otherwise exploit properties with respect to their alluvial precious metals", under government laws and regulations and under the terms and conditions of the Option Agreement; on February 14, 1990, plaintiff and Juana B. Santos, a duly authorized representative of San Mateo Mines Exploration, Inc., (SMMEI, for short), an entity that has the "possession and beneficial use of the mining claim" situated at San Isidro, Rodriguez, Rizal, entered into an agreement, granting the plaintiff "the exclusive and irrevocable right and privilege, to do all or any of the acts" mentioned in the Agreement; that the mining claims and the operating agreement between plaintiff and the claim-owners herein mentioned, were registered with the Mines and Geosciences Sector, Dept. of Environment and Natural Resources; that defendant [private respondent] used to hold an operating agreement with the San Mateo Mines Exploration, Inc., a holder of an Industrial Permit No. 40 dated August 21, 1989 and Commercial Permit No. 968 dated March 19, 1987 by the Bureau of Mines and Geosciences for a five-year period; that on February 9, 1990, San Mateo Mines Exploration, Inc. notified the defendant of the termination of their operating agreement for the reasons stated in the letter; that defendant has "prevented plaintiff from gaining access, occupying, exploring and developing the existing mining claims and despite a cease and desist order and a letter from the Bureau of Mines to the defendant dated December 12, 1989, the latter "has prevented, impeded and/or otherwise denied plaintiff access to its legitimate area of activity"; that by reasons of the act of the defendant alleged in the next preceding paragraphs, plaintiff sustained damage of not less than P300,000.00 a day and asked for P500,000.00 exemplary damages and P200,000.00 as attorney's fees.

The Court issued a temporary restraining order on April 2, 1990 and a Writ of Preliminary Mandatory Injunction on April 23, 1990 which was dissolved by the Order of the Court dated June 7, 1990 upon the filing by the defendant of a bond in the amount of P4,000,000.00.

After the Motion to Declare the Defendant in Default was denied by the Court in its Order dated May 4, 1990, defendant, on May 14, 1990, filed its Answer denying the allegations contained in paragraphs two, three, four, five, six, seven, eleven, twelve, thirteen and fourteen, and, as Affirmative Defense, averred that the Puray Plant was constructed on the land of Eligio Bautista, who had a lease contract with Philrock; the site where the defendant performs extraction process of petrum materials for the aggregate products, by virtue of an operating permit issued by the Bureau of Mines, is located about five (5) kilometers further from the plant site which is also located five hundred (500) meters away from the nearest national road -- the land to be traversed from the national road to the plant site and from the latter to the extraction site, are privately owned; that with the acquisition of easement rights from the owners of the land in favor of the defendant, the latter constructed access routes to provide ingress to and egress from the extraction site and caused the construction of a spillway, a private property of the defendant devoted to its exclusive use to facilitate the delivery of aggregate products to its various projects; that the contract granting easement rights to defendant which is recognized under P.D. No. 463 carries with it the stipulation that such grant shall be exclusive and before any third-party make use of these access routes, the said third-party must first secure written permission from the defendant, and, as Counterclaim, defendant alleges that as a result of the malicious acts of the plaintiff, the employees and officers of the defendant-corporation, experienced serious anxiety and mental anguish for which plaintiff is liable for moral damages in the amount of P1,000,000.00; P500,000.00 as exemplary damages and P200,000.00 as and for attorney's fees.

On May 21, 1990, plaintiff filed its Comment to defendant's Answer with Motion for Dissolution of the Writ of Preliminary Mandatory Injunction and Answer with Counterclaim.

On May 24, 1990, the Court granted the Motion for Leave to File Third-Party Complaint and the Motion for Intervention and, accordingly, admitted the Third-Party Complaint filed by the defendant Philrock against the San Mateo Mines Exploration, Inc. and the Complaint in Intervention filed by the land owners.

In its Third-Party Complaint filed on April 17, 1990, Philrock averred that on November 18, 1987, the latter and the third-party defendant, San Mateo Mines Exploration, Inc., entered into an operating agreement wherein Philrock shall extract gravel and sand materials and other aggregate products for a period of five (5) years; that on February 9, 1990, San Mateo Mines Exploration, Inc. sent a letter unilaterally terminating the agreement; on February 14, 1990, San Mateo Mines Exploration, Inc. entered into a substantially the same agreement with the plaintiff for a higher consideration and that Philrock suffered damages.

On April 10, 1990, the intervenors filed a Complaint in Intervention which was amended on August 28, 1990 and alleged that the intervenors have a legal interest in the matter now in litigation considering that the mining claims being asserted by the plaintiff are located in intervenors' private property and that the plaintiff had been using the same without the permission of the intervenors as owners of the property.

On April 18, 1990, plaintiff filed its Opposition to the Motion for Intervention by alleging, in the main, that it obtained a written permission from the land owners on whose property exploration is currently conducted.

During the pre-trial conference of the Third-Party Complaint on October 24, 1990, third-party plaintiff and third-party defendant agreed to submit for decision the Third-Party Complaint based on the stipulations and issues agreed upon by the parties.

During the hearing of the main case, plaintiff manifested that it will be adopting the evidence in the hearing on the

petition for the issuance of a writ of preliminary mandatory injunction as part of its evidence in the main case. Luz Zaldivia was again called to testify on certain documents issued by the Bureau of Mines which recognizes the right of the plaintiff to conduct mining exploration within the claimed area (Exhibits "F" to "K"), the lease and rental contracts and that it has entailed actual expenses in the pursuit of its exploration, in support of the claim for actual and moral damages (Exhibits "L" to "I").

Defendant, on the other hand, adopted certain exhibits of the plaintiff as its own, such as Exhibit "A", the Option Agreement between the plaintiff and the Kadakilaan Estate; Exhibit "D", the locational map of Montalban; Annex "H" of the main complaint, the letter of indorsement from the Bureau of Mines to defendant Philrock; Exhibit "I", the letter of the Bureau of Mines to Luz Zaldivia; and presented other evidence to show that plaintiff has no right to conduct exploration activities within Montalban (Exhibits "3", "4", "5", "6" and "9") and also (Exhibits "8", "17" to "17-g") to prove that plaintiff is not entitled to use the access routes constructed by the defendant within the privately owned lands at the Montalban Fan Area.

Testimonial evidence (Claro San Juan, Antonio Ayson and Marciano Magtoto), were presented on the illegal acts of trespass of the plaintiff and the fact that the employees and officers of the company suffered actual and moral damages (Exhibits "14" and "16"). [3]

The trial court then resolved what it perceived to be the issue and determined the liabilities of the parties thus:

The core of the problem the Court is called upon to resolve -- simply stated -- is:

WHETHER OR NOT THE PLAINTIFF IS ENTITLED TO CONDUCT EXPLORATION AND SIMILAR ACTIVITIES WITHIN THE MINING CLAIMS.

The recording of a declaration of location for a mining claim gives the claim owner or his assigns, the right to occupy, explore and develop said claim from the date of the recording thereof subject to the rights of the landowners and occupants (Section 12, Pres. Decree No. 463). In this case, plaintiff is the lessee of the two registered mining locators, Kadakilaan Estate and the San Mateo Mines Exploration, Inc. by virtue of the two (2) contracts entered into by the plaintiff with the Kadakilaan Estate and the San Mateo Mines Exploration, Inc. (Exhibits "A" and "B" respectively). It becomes necessary, therefore, to look into the contracts themselves in order to determine what are the rights and privileges the plaintiff may have acquired by virtue of the same.

From the contract entered into by the plaintiff with the San Mateo Mines Exploration, Inc., the following are undisputed: San Mateo Mines Exploration, Inc. entered into a contract with defendant Philrock on November 18, 1987 for the latter to operate San Mateo Mines Exploration, Inc.'s Industrial Permit No. 40 for a period of five (5) years. Subsequently, on February 9, 1990, San Mateo Mines Exploration, Inc. notified the defendant that it is unilaterally terminating the contract for being "one-sided". Five days thereafter, or on February 14, 1990, San Mateo Mines Exploration, Inc. entered into a mining exploration contract with the plaintiff, which includes the operation of Industrial Permit No. 40.

A letter-directive was issued on April 10, 1990, by the Mines and Geo-Science Sector, Region VI, of the Department of Environment and Natural Resources, recognizing the validity and enforcement of San Mateo Mines Exploration, Inc.'s agreement with the defendant (Defendant's Exhibit "9"), which states:

"In reply thereto, we take exception to your assertion in the letter that the Office has no jurisdiction on the Operating Agreement executed by and between your client San Mateo Mines Expl. Inc. and Philrock.

x x x

Once an operating agreement is registered with our Office, the registration thereof partakes of official

cognizance of the agreement of the area covered thereby and said area should not be the subject of another operating agreement while the former is still operative.

Corollary to the above, a mining permit is for the exclusive use of the permittee. As a consequence thereof, the permittee can take one operator at a time, and he is to operate within the area while the agreement subsists..."

The special law being cited by the Mines and Geo-Sciences Bureau in support of such directive is Pres. Decree No. 1281, creating the Bureau of Mines. Said decree, in addition to its regulatory and adjudicatory functions over mining operations, also grants the Bureau of Mines, the original and exclusive jurisdiction to hear and decide all cases involving "a mining property subject of different agreements entered into by the claim holder thereof with several mining operators." (Sec. 7(a)).

This matter of having two (2) operating agreements covering the same mining area is properly taken cognizant [sic] of by the Bureau of Mines, being the specialized agency most equipped to deal on these matters. This Court has no recourse but to lend fealty to its directive. As held in the case of *R.B. Industrial Development Corp. vs. the Hon. Enage and Eastern Timber Corp.*, 24 SCRA 365:

"A doctrine long recognized is that where the law confines in an administrative office the power to determine particular questions or matters, upon the facts to be presented, the jurisdiction of such office shall prevail over the Courts."

As such, all the parties to this case are bound by the directive of the Mines and Geo-Sciences Bureau. The remedy of plaintiff, in this light, is to seek a reconsideration of the directive before the Bureau. Should the same be denied, plaintiff may still enforce the warranty stipulated in its operating agreement against San Mateo Mines Exploration, Inc.

This Court is of the view that a party cannot unilaterally terminate a contract it entered into with another without justifiable cause. Going over the records of the case, San Mateo Mines Exploration, Inc.'s basis for unilaterally terminating its contract with defendant Philrock is the one-sidedness and partiality of said agreement (Annex "E" of the complaint). To the mind of this Court, such does not constitute a justifiable cause as San Mateo Mines Exploration, Inc. voluntarily entered into the said agreement. In fact, a party's unilateral termination of a contract without legal justification makes it liable for damages suffered pursuant to Article 1170 of the New Civil Code (*Pacmac, Inc. vs. IAC*, 150 SCRA 555).

As regards the contract entered into by the plaintiff with the Kadakilaan Estate, the same is in the nature of an Option Agreement, giving plaintiff the right of exploration over the mining claim area. The contract, however, stipulates that "such right shall be for a period of twelve (12) months counted from the date of this agreement." Paragraph 3 of the contract sets a pre-condition on plaintiff -- the delivery of a written notice to exercise the option within the twelve-month period -- before it may be given the exclusive right to develop, operate and mine the minerals found in the claim area. This pre-condition, as observed by the Court, has never been met by the plaintiff. As correctly pointed out by the defendant, the option period expired on November 22, 1989, without plaintiff having exercised its option.

Under the law, if the terms of a contract are clear and leave no doubt upon the intention of the contracting parties, the literal meaning of its stipulations shall control (Art. 1370 of the New Civil Code). Only when the terms of a contract are susceptible of various interpretations, and the intention of the parties is in doubt, may the authority of the Court be invoked to rule on the same. In this case, there is no occasion which could call for such determination by this Court, as the words of the Option Agreement are clear and unequivocal.

The Court has taken cognizance of certain facts appearing in the records that bears significant consideration on

the rights of the parties. Assuming *arguendo* that plaintiff has valid operating agreements, there are still certain requirements of the law which, in the Court's belief, has never been satisfied. As previously found in the injunction hearings, and which forms the reason for the filing of this complaint, the Court was made to understand that plaintiff does not pretend to conduct mining exploration/operation on the access routes. These areas, i.e., access routes, are to be utilized only as a means to go to and come from the plaintiff's legitimate area of activity.

The Court finds, as amply supported by preponderance of proof, that these access routes have been built by defendant Philrock after having entered into contracts granting easement rights with the various landowners of Rodriguez, Rizal. Plaintiff now claims that under the law, it is entitled to make use of these access routes built by the defendant. Plaintiff's intention, in effect, is to ask this Court that it grant plaintiff similar easement rights already obtained by defendant from the landowners.

As such, plaintiff's remedy, under the law, is to file an action for Eminent Domain before the Court, against the proper parties....

xxx xxx xxx

A look into the locational map of the Montalban Fan area shows that the mining claim area of the plaintiff is extensive (Exhibit "D"). Yet, the evidence of the plaintiff shows that the blockades were limited on the access routes. To be sure, the plaintiff does not contest that the access routes were built at the expense of the defendant. What the plaintiff objects to is that all other persons/vehicles are allowed to pass and make use of these routes, to its exclusion. But that is a prerogative of the defendant being the builder and owner thereof. Attention should also be called to the fact that the operating agreements speak only of the mining rights. Said agreements do not vest on plaintiff the right to make use of these access routes, as these are not owned nor built by the Kadakilaan Estate nor by the San Mateo Mines Exploration, Inc. The remedy afforded to the plaintiff, therefore, is to file the proper suit for Eminent Domain to compel the defendant to allow it to make use of the access routes and after payment of just compensation. Or, the more prudent way, is build their own access routes to their legitimate area of activity after entering into arrangements with the landowners.

As to the defendant's counterclaim, the Court resolves to treat the same as a compulsory counterclaim as the evidence adduced by the defendant to refute the cause of action alleged in the plaintiff's complaint, is also the evidence used to sustain the defendant's counterclaim (*Lim Tanhu vs. Ramolete*, 66 SCRA 425).

The Court finds that there is ample proof to grant the defendant's claim for actual damages. There is no doubt that the defendant sustained pecuniary loss due to the acts of the plaintiff, including the filing of this complaint. The only question that confronts this Court is the amount to be awarded.

Due to the filing of this complaint, it was adequately shown that the employees of the defendant Philrock became the object of ridicule by the general public, and that they suffered mental anxiety due to the same. A defending party may set up a claim for money or any other relief which he may have against the opposing party in a counterclaim. And the Court may, if warranted, grant actual, moral or exemplary damages as prayed (*Agustin vs. Bacalan and the Provincial Sheriff of Cebu*, 135 SCRA 340).

In respect to attorney's fees, it should be held also that where a claim therefore [sic] arises out of the filing of the complaint, they, too, should be considered as in the nature of a compulsory counterclaim (*Tio Po vs. Bautista*, 103 SCRA 388). Attorney's fees should be held reasonable under the circumstances. [4]

On the basis of its findings of fact and conclusions of law, the trial court then decreed as follows:

WHEREFORE, premises considered, this Court hereby renders judgment in favor of the defendant Philippine

Rock Products, Inc. and against the plaintiff Scott Consultants & Resource Development Corp., Inc., as follows:

(1)

Ordering the dismissal of the case and the dissolution of the Writ of Preliminary Mandatory Injunction;

(2)

Sentencing the plaintiff to pay the defendant the sum of Eight Hundred Thousand (P800,000.00) Pesos as compensatory or actual damages; P300,00.00 as moral damages and the sum of P50,000.00 as exemplary damages;

(3)

Condemning the plaintiff to pay the defendant the sum of P50,000.00 as and for attorney's fees; and

(4)

To pay the costs.

SO ORDERED.

The petitioner then appealed to the Court of Appeals. The case was docketed as CA-G.R. CV No. 31376. In its brief, [5] the petitioner alleges that the trial court erred

- IN HOLDING THAT THE MAIN ISSUE TO BE RESOLVED IS WHETHER OR NOT PLAINTIFF-APPELLANT IS ENTITLED TO CONDUCT EXPLORATION AND SIMILAR ACTIVITIES WITHIN THE MINING CLAIMS;

- IN FAILING TO HOLD DEFENDANT-APPELLEE LIABLE TO PLAINTIFF-APPELLANT FOR DAMAGES;

- IN HOLDING PLAINTIFF-APPELLANT LIABLE TO DEFENDANT-APPELLEE FOR DAMAGES; AND

- IN EVENTUALLY DISMISSING THE CASE.

In its decision of 28 August 1992, the Court of Appeals affirmed the decision of the trial court except as to the award of moral damages which it deleted on the ground that the testimonies of the witnesses did not prove that the private respondent's good reputation was besmirched. [6]

However, like the trial court, the Court of Appeals sustained the award of actual damages, although not on the testimony of Marcial Magtoto, the private respondent's Accounting Manager (on whose testimony the petitioner based its claim that no proof of actual damages was adduced), but on the testimony of the two other witnesses of the private respondent, namely, Antonio Ayson and Claro San Juan.

Its motion for reconsideration having been denied by the Court of Appeals in its resolution of 9 December 1993, [7] the petitioner filed this petition wherein it prays that we set aside the decision of the Court of Appeals because the said court erred:

- IN RULING THAT THERE WAS NEED FOR THE PETITIONER TO ESTABLISH THAT (1) IT HAD THE RIGHT TO USE THE ACCESS AND (2) IN NOT FINDING THAT PHILROCK HAD VIOLATED SUCH RIGHT

- IN RULING THAT PHILROCK IS NOT LIABLE FOR DAMAGES BECAUSE IT DID NOT ILLEGALLY

PREVENT PETITIONER FROM USING THE ACCESS ROADS

- IN FINDING PETITIONER LIABLE FOR DAMAGES. [8]

There is no merit in the first two assigned errors. The petitioner's reliance on Section 2 of P.D. No. 512, Section 12 of P.D. No. 463, and Section 10 of the Consolidated Mines Administrative Order (CMAO) is misplaced. These provisions apply to entry into land (public or private) where prospecting, exploring, or exploiting is to be done, and enjoin the surface owners or occupants of such land from preventing any entry for such purpose. They do not apply to land or a portion thereof which may be used for ingress to or egress from the land where the prospecting, exploration, or exploitation is to be made. In the instant case, the petitioner was not prevented by the surface owners or occupants of the land covered by its mining claims. As to the private respondent's access routes, the petitioner was unable to prove its right to use it.

The third assigned error, however, is impressed with merit. Just as in the case of moral damages, there was no credible proof of actual damages. The trial court made no specific finding on the extent thereof. All that it could state was:

The Court finds that there is ample proof to grant the defendant's claim for moral damages. There is no doubt that the defendant sustained pecuniary loss due to the acts of the plaintiff, including the filing of this complaint. The only question that confronts this Court is the amount to be awarded. [9]

The trial court did not answer this question by making specific references to the testimonies of the witnesses or to the documentary evidence. Yet, in the dispositive portion of its decision, it awarded compensatory and actual damages in the staggering amount of P800,000.00. In sustaining this award, the Court of Appeals quoted portions of the testimonies of Antonio Ayson and Claro San Juan, the Operations Manager of the Materials Division and the Plant Superintendent of the Aggregate Crushing Plant, respectively, of the private respondent. Such quoted portions [10] do not at all support the award. Ayson cites the private respondent's "non-full" operation because the private respondent was unable to extract aggregates from its own area due to the fence constructed by the petitioner. San Juan speaks of "attention, diverted to the entering of Scott Consultants to [our] area" and lack of "sleep" and "anxiety" because of public ridicule. How the award of P800,000.00 was arrived at was never shown. It remains a pure speculation. Article 2199 of the Civil Code provides that one is entitled to adequate compensation only for such pecuniary loss suffered by him as is duly proved.

Both decisions do not as well state the justification for the award of exemplary damages of P50,000. Under Article 2229 of the Civil Code, exemplary or corrective damages are imposed by way of example or correction for the public good, in addition to moral, temperate, liquidated, or compensatory damages. Article 2234 of the Civil Code expressly provides:

ART. 2234. While the amount of the exemplary damages need not be proved, the plaintiff must show that he is entitled to moral, temperate or compensatory damages before the court may consider the question of whether or not exemplary damages should be awarded. In case liquidated damages have been agreed upon, although no proof of loss is necessary in order that such liquidated damages may be recovered, nevertheless, before the court may consider the question of granting exemplary in addition to the liquidated damages, the plaintiff must show that he would be entitled to moral, temperate or compensatory damages were it not for the stipulation for liquidated damages.

There was, therefore, no legal basis for the award of exemplary damages since the private respondent was not entitled to moral, temperate, or compensatory damages and there was no agreement on stipulated damages.

Nor can we affirm the award for attorney's fees in the sum of P50,000.00. Under Article 2208 of the Civil Code,

in the absence of stipulation, there can be no recovery of attorney's fees and expenses of litigation other than judicial costs except in the instances therein enumerated. The closest instance which could be considered here is paragraph 11 of Article 2208 which provides for such recovery where the court deems it just and equitable. The body of the decision of the trial court, however, is devoid of any statement that it would be just and equitable to award attorney's fees and of any finding on the amount to be so awarded. All that was stated was the following:

In respect to attorney's fees, it should be held also that where a claim therefore [sic] arises out of the filing of the complaint, they, too, should be considered as in the nature of a compulsory counterclaim (*Tio Po vs. Bautista*, 103 SCRA 388). Attorney's fees should be held reasonable under the circumstances.

It is settled that the award of attorney's fees is the exception rather than the rule and counsel's fees are not to be awarded every time a party wins a suit. The power of the court to award attorney's fees under Article 2208 of the Civil Code demands factual, legal, and equitable justification; its basis cannot be left to speculation or conjecture. Where granted, the court must explicitly state in the body of the decision, and not only in the dispositive portion thereof, the legal reason for the award of attorney's fees. [11]

Thus for lack of factual and legal basis, the award of attorney's fees must likewise be deleted.

WHEREFORE, the instant petition is partly GRANTED and the awards of actual damages, exemplary damages, and attorney's fees in the challenged decision are DELETED. In all other respects, the challenged decision is AFFIRMED.

SO ORDERED.

Padilla, (Chairman), Bellosillo, and Quiason, JJ., concur.
Kapunan, J., no part.

[1] Per Associate Justice Serafin V.C. Guingona, concurred in by then Associate Justice Santiago M. Kapunan and Associate Justice Oscar M. Herrera.

[2] Rollo , 83-91. Per Judge Cipriano D. Roma.

[3] Rollo , 83-86.

[4] Rollo , 86-90.

[5] Rollo , 53.

[6] Rollo , 48.

[7] OR, 51.

[8] Rollo , 16.

[9] Rollo , 90.

[10] Court of Appeals' decision, 13-15; Id., 46-48.

[11] *Central Azucarera de Bais vs. Court of Appeals*, 188 SCRA 328, 340 [1990]; *Koa vs. Court of Appeals*, 219 SCRA 541 [1993].

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