MANILA DOCTORS HOSPITAL, PETITIONER, VS. SO UN CHUA AND VICKY TY, RESPONDENTS.

G.R. NO. 150355. July 31, 2006

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

Before this Court is a Petition for Review on Certiorari under Rule 45 questioning the Decision[1] dated October 2, 2001 promulgated by the Court of Appeals (CA) in CA-G.R. CV No. 61581, which affirmed the Decision dated September 30, 1997 of the Regional Trial Court (RTC), Branch 159, Pasig City, but which reduced the award of damages.

This case originated from an action for damages filed with the RTC by respondents So Un Chua and Vicky Ty against petitioner Manila Doctors Hospital.[2] The complaint is premised on the alleged unwarranted actuations of the petitioner towards its patient, respondent So Un Chua (Chua), who was confined for hypertension, diabetes, and related illnesses.

The antecedents of the case follow:

On December 13, 1993, respondents filed a Complaint averring that on October 30, 1990, respondent Chua, the mother of respondent Vicky Ty, was admitted in petitioner's hospital for hypertension and diabetes; that while respondent Chua was confined, Judith Chua, the sister of respondent Ty, had been likewise confined for injuries suffered in a vehicular accident; that partial payments of the hospital bills were made, totaling P435,800.00; that after the discharge of Judith Chua, respondent Chua remained in confinement and the hospital bills for both patients accumulated; that respondent Chua was pressured by the petitioner, through its Credit and Collection Department, to settle the unpaid bills; that respondent Ty represented that she will settle the bills as soon as the funds become available; that respondent Ty pleaded to the management that in view of the physical condition of her mother, respondent Chua, the correspondences relating to the settlement of the unpaid hospital bills should be relayed to the former; that these pleas were unheeded by the petitioner; that petitioner threatened to implement unpleasant measures unless respondent Ty undertakes her mother's obligation as well as the obligation of her sister, Judith Chua, to pay the hospitalization expenses; that petitioner made good its threat and employed unethical, unpleasant and unlawful methods which allegedly worsened the condition of respondent Chua, particularly, by (i) cutting off the telephone line in her room and removing the air-conditioning unit, television set, and refrigerator, (ii) refusing to render medical attendance and to change the hospital gown and bed sheets, and (iii) barring the private nurses or midwives from assisting the patient. Respondents thus prayed for the award of moral damages, exemplary damages, and attorney's fees.

In its Answer, Amended Answer, and Rejoinder, petitioner specifically denied the material averments of the Complaint and Reply, and interposed its counterclaims arguing that as early as one week after respondent Chua had been admitted to its hospital, Dr. Rody Sy, her attending physician, had already given instructions for her to be discharged, but respondents insisted that Chua remain in confinement; that, through its staff, petitioner

accordingly administered medical examinations, all of which yielded negative results; that respondent Ty voluntarily undertook, jointly and severally, to pay the hospital bills for both patients; that although respondent Ty paid up to P435,000.00, more or less, she reneged on her commitment to pay the balance in violation of the Contract for Admission and Acknowledgment of Responsibility for Payment dated October 30, 1990 which she voluntarily executed; that she signed a Promissory Note on June 5, 1992 for the unpaid balance of P1,075,592.95 and issued postdated checks to cover the same; that no such undue pressure had been imposed upon respondent Chua to settle the bills, the truth being that, as a matter of standard procedure, the reminders to settle the bills were transmitted not to the patients but to their relatives who usually undertook to pay the same; that respondent Ty deliberately evaded the staff of the Credit and Collection Department; that the cutting-off of the telephone line and removal of the air-conditioning unit, television set, and refrigerator cannot constitute unwarranted actuations, for the same were resorted to as cost-cutting measures and to minimize respondents' charges that were already piling up, especially after respondent Ty refused to settle the balance notwithstanding frequent demands; that respondent Ty evaded the staff when the latter attempted to inform her that the room facilities will be cut off to minimize the rising charges; and that respondents instituted the present civil case purposely as leverage against the petitioner after the latter had filed criminal charges for violation of Batas Pambansa (B.P.) Blg. 22 against respondent Ty for issuing checks, later dishonored, totaling P1,075,592.95, the amount referring to the unpaid hospital bills. In its compulsory counterclaim, petitioner prayed, among other items, for the award of no less than P1,000,000.00 as compensatory damages due to the filing of a malicious and unfounded suit, and, in its permissive counterclaim, petitioner prayed for respondents to pay P1,075,592.95, the amount representing the due and demandable obligation under the Promissory Note dated June 5, 1992, including the stipulated interest therein and the 25 percent of the total amount due as attorney's fees.

During pre-trial, the parties stipulated on the following issues: First, whether the respondents are liable to the petitioner to pay the hospital bills arising from the hospitalization of respondent Chua and Judith Chua; and second, whether the parties are entitled to their respective claims for damages.[3] Furthermore, the parties stipulated on the following facts: a) Judith Chua was confined from June 14, 1991 to May 2, 1992; b) respondents failed to pay the balance despite repeated reminders; c) the said reminders referred to the hospital bills of respondent Chua and Judith Chua; d) one of the attending physicians of respondent Chua was Dr. Rody Sy; and e) the petitioner ordered the removal of the facilities in question from the room of its patient, respondent Chua, with the qualification that they were constrained to discontinue the same after the representative of respondent Chua refused to update the hospital bills or refused to transfer her to semi-deluxe room or ward to lessen costs.[4]

On September 30, 1997, the RTC rendered its Decision in favor of the respondents, the dispositive portion of which states:

> WHEREFORE, premises considered, judgment on the complaint is hereby rendered in favor of the [respondents] as against the [petitioner] as follows:
>
> [O]rdering the [petitioner] to pay the [respondents] the following, to wit:
>
> a) P200,000.00 as moral damages;
>
> b) P100,000.00 as exemplary damages; and
>
> c) P50,000.00 as attorney's fees and the amount of P50,000.00 as litigation costs.
>
> SO ORDERED.[5]

In brief, the RTC held that the removal of the facilities of the room triggered the hypertension of respondent Chua; that the petitioner acted in bad faith in removing the facilities without prior notice; that her condition was

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aggravated by the pressure employed by the administration upon her to pay the hospital bills; that the food always came late as compared to the other patients; that the beddings and clothes of respondent Chua were no longer changed and, as a result, bed sores emerged on her body; that there was an utter lack of medical attendance; that, because of these, respondent Chua suffered from self-pity and depression; that petitioner clearly discriminated against the respondents; that respondent Ty had no choice but to sign the promissory notes in order to secure the release of her mother, respondent Chua; that the foregoing actuations constitute an abuse of rights; that petitioner failed to establish the pecuniary loss it suffered and, hence, it is not entitled to compensatory damages; and that, since the promissory note is a contract of adhesion, the petitioner is not entitled to the award of attorney's fees as stipulated thereon.

On appeal to the CA, the petitioner assigned the following errors:

A.

> THE HONORABLE TRIAL COURT COMMITTED REVERSIBLE ERROR BY FINDING THE ACTUATIONS OF THE ADMINISTRATION OF DEFENDANT-APPELLANT TO BE IN BAD FAITH, OPPRESSIVE AND UNNECESSARY AS TO MAKE IT LIABLE TO PLAINTIFFS-APPELLEES FOR DAMAGES AND ATTORNEY'S FEES.
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> B.
>
> THE HONORABLE TRIAL COURT COMMITTED REVERSIBLE ERROR BY NOT RULING UPON THE PERMISSIVE COUNTERCLAIM OF DEFENDANT-APPELLANT WITH RESPECT TO THE P1,075,592.95 REPRESENTING THE HOSPITAL BILL OF PLAINTIFFS-APPELLEES, WHICH OBLIGATION IS NOT DISPUTED AND WHICH AMOUNT WAS NEVER CONTROVERTED BY PLAINTIFFS-APPELLEES.[6]

On October 2, 2001, the CA promulgated its Decision the dispositive portion of which reads:

> IN VIEW OF ALL THE FOREGOING, the appealed Decision is hereby AFFIRMED with the modification that the award of moral damages, exemplary damages as well as attorney's fees is reduced to Seventy Five Thousand Pesos (P75,000.00), Thirty Thousand Pesos (P30,000.00) and Twenty Thousand Pesos (P20,000.00), respectively. Litigation costs are hereby deleted. Costs against appellant.
>
> SO ORDERED.[7]

Apart from the reduction in the award of damages, the CA affirmed all salient portions of the RTC Decision and declined to disturb the findings of fact.

Petitioner is now before this Court raising essentially the same grounds heard by the CA.

Incidentally, with respect to the related criminal case against respondent Ty, this Court, on September 27, 2004, promulgated its Decision entitled Ty v. People of the Philippines,[8] which affirmed the decisions of the lower courts finding respondent Ty guilty of violating B.P. Blg. 22 and ordering her to pay the private complainant, herein petitioner, the total amount of the dishonored checks.

The petition is impressed with merit.

While, as a rule, only questions of law may be raised in a petition for review on certiorari under Rule 45, under certain exceptions, the Court may re-examine the evidence presented by the parties during the trial. At least four exceptions exist in this case, namely: (a) when the conclusion is a finding grounded entirely on speculation, surmises, or conjectures; (b) when the judgment is based on a misapprehension of facts; (c) when the findings of fact are premised on the supposed absence of evidence and contradicted by the evidence on record; and (d) when

the courts a quo manifestly overlooked certain relevant facts not disputed by the parties and which, if properly considered, would justify a different conclusion.[9]

The principal questions are, first, whether the actuations of the petitioner amount to actionable wrongs, and second, whether the counterclaims of the petitioner can be backed up by the measure of preponderant evidence.

In brief, the courts a quo concurred in the holding that the petitioner and its staff failed to take into consideration the physical condition of its patient, respondent Chua, when it removed the facilities provided in her room;[10] that the removal of these facilities, namely, the air-conditioner, telephone lines, television, and refrigerator, aggravated the condition of the patient, triggered her hypertension, and caused her blood pressure to fluctuate,[11] considering that there was no proper ventilation in the room.[12] In view of the foregoing, the courts a quo concluded that the actuations of the petitioner were oppressive, unnecessary,[13] and anti-social,[14] done in bad faith without proper notice,[15] with no intention other than to harass or irritate the respondents,[16] all of which constitute an abuse of rights.[17]

We do not agree. The conclusions of the courts a quo are either haphazard conjectures, or founded on a misapprehension of facts. The record is replete with evidence that justifies a different conclusion.

Indeed the operation of private pay hospitals and medical clinics is impressed with public interest and imbued with a heavy social responsibility. But the hospital is also a business, and, as a business, it has a right to institute all measures of efficiency commensurate to the ends for which it is designed, especially to ensure its economic viability and survival. And in the legitimate pursuit of economic considerations, the extent to which the public may be served and cured is expanded, the pulse and life of the medical sector quickens, and the regeneration of the people as a whole becomes more visibly attainable. In the institution of cost-cutting measures, the hospital has a right to reduce the facilities and services that are deemed to be non-essential, such that their reduction or removal would not be detrimental to the medical condition of the patient.[18] For the moment, the question to be considered is whether the subject facilities are indeed non-essential - the air-conditioner, telephone, television, and refrigerator - the removal of which would cause the adverse health effects and emotional trauma the respondents so claimed. Corollary to this question is whether the petitioner observed the diligence of a good father of the family[19] in the course of ascertaining the possible repercussions of the removal of the facilities prior to the removal itself and for a reasonable time thereafter, with a view to prevent damage.[20]

After an extensive analysis of the record, it becomes rather worrisome to this Court that the courts a quo unreservedly drew their conclusions from the self-serving and uncorroborated testimonies of the respondents the probative value of which is highly questionable.[21] We hold that the respondents failed to prove the damages so claimed.

The evidence in the record firmly establishes that the staff of the petitioner took proactive steps to inform the relatives of respondent Chua of the removal of facilities prior thereto, and to carry out the necessary precautionary measures to ensure that her health and well-being would not be adversely affected: as early as around two weeks after her admission on October 30, 1990, to the time when the facilities had been removed sometime in the middle of May 1992,[22] and even up to the point when she actually left the premises of the hospital three weeks later, or during the first week of June 1992,[23] the medical condition of respondent Chua, as consistently and indisputably confirmed by her attending physician, Dr. Rody Sy, a cardiologist, who was called as witness for both parties,[24] whom even respondent Chua repeatedly praised to be "my doctor" and "a very good doctor"[25] at that, and whose statements at times had been corroborated as well by Sister Mary Philip Galeno, SPC, the Administrator of the hospital and who also happens to be a registered nurse, had been "relatively well,"[26] "ambulatory,"[27] "walking around in the room,"[28] and that she was "able to leave the hospital on her own

without any assistance;"[29] that although she complained of symptoms such as dizziness, weakness,[30] and abdominal discomfort,[31] Dr. Sy requested several medical examinations, such as the laboratory tests, renal tests, MRI, ultrasound, and CT scan,[32] all of which were administered after procuring the consent of respondent Chua's family[33] as admitted by respondent Ty herself,[34] and even called on other specialists, such as a neurologist, endocrinologist, and gastroenterologist, to look into her condition[35] and conduct other tests as well[36] according to their fields of specialty, all of which yielded no serious finding;[37] that her illnesses were "lifelong illnesses"[38] at a stage where they cannot be totally removed or abolished,[39] making it clear to her family that "one hundred percent recovery is not possible" despite being given daily medication in the hospital;[40] but that her condition, nonetheless, is not serious,[41] as the blood pressure is more or less controlled and within acceptable limits,[42] "not that critical to precipitate any acute attack,"[43] nor likely to fall into any emergency,[44] nor yet does she require continuous or prolonged hospitalization[45] since she was stable enough to be treated at home and on an "out-patient" basis, so much so that Dr. Sy encouraged her to exercise and avoid resting all the time,[46] and recommended that "anytime she may be discharged"[47]even in just "two weeks after confinement,"[48] the propriety of his order of discharge concurred upon by the other specialists as well,[49] had it not been for respondents' insistence to stay in the hospital in view of their hope for absolute recovery[50] despite the admission of respondent Chua herself that she cannot anymore be totally cured.[51]

It is also undisputed that the hospital administrator, Sister Galeno, prior to the removal of the facilities, consulted the attending physician, Dr. Sy.[52] To Sister Galeno, also a registered nurse, the matter of removal and its possible repercussions on the health of the patient, as a matter of hospital policy, is a critical and sensitive maneuver, and, hence, it is carried out only after discussing with the doctors to evaluate all important factors.[53] The fact of prior consultation[54] as well as the medical determination to the effect that it was safe to remove the facilities and would cause no harmful effect[55] had been amply corroborated by respondent Chua's own doctor himself.[56] When Dr. Sy testified as rebuttal witness for the respondents themselves and whose credibility respondents failed to impeach, he categorically stated that he consented to the removal since the removal of the said facilities would not by itself be detrimental to the health of his patient, respondent Chua.[57] And in this respect, he had been advising respondent Ty, the daughter of the patient, that the facilities, such as the air-conditioner, television, refrigerator, and telephone, are not absolutely necessary, and, that although they may add to the comfort of the patient, if absent, they will not cause any significant deterioration of her condition,[58] given that, in his experience as a cardiologist, and after personally attending respondent Chua on a daily basis before, during, and after the removal and even up to the time of her actual discharge,[59] he concluded that many hypertensive and diabetic patients, as in her case, do not at all need in particular an air-conditioning unit, among the other facilities aforementioned.[60] And, contrary to the findings of the courts a quo and the self-serving testimonies of respondents that the lack of ventilation, after the removal of the air-conditioner, triggered her hypertension, Dr. Sy categorically stated that during his daily rounds with the patient he was certain that, although admittedly the blood pressure in general would fluctuate daily, there had been no adverse effect on her, and that her blood pressure were within acceptable limits,[61] especially considering that he treated the patient on a daily basis up to the point of actual discharge,[62] and accordingly, as confirmed by the medical records, he made no change in the medications thereafter.[63] In support of Dr. Sy's findings, Sister Galeno, testified that she knew the condition of the ventilation of the patient's deluxe room, located at the fifth floor, even without the air-conditioning, notably in times of brownout, and that there had been enough ventilation since the grilled window of that room was large enough which, if opened, would permit sufficient ventilation.[64] The Court finds that the premise of the RTC judgment refers merely to hypothetical statements which fail to establish any clear and direct link to the injury allegedly suffered by the patient:

Q-

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You found it safe to remove these facilities from the room of the patient suffering from diabetes and hypertension?

A-

Yes, Sir. Many hypertensive, diabetic patients do not need air-conditioning, or T.V. or refrigerator.

Q-

Do you agree with me that hypertension is triggered sometimes by excitement, anger or (sic) a person suffering from such illness?

A- Hypertension can be triggered by anything.

Court:

Q- And even in other words the discomfort can also trigger?

A- Sometimes mental stress can trigger.

x x x x

Court:

Q- You mentioned earlier that this hypertension may be triggered mentally?

A- Yes, Your Honor.

Court:

Q-

Will the removal of these facilities not affect the patient including the relatives?

A-

It may to a certain extent. And well, maybe the days after the removal would prove that fluctuation in blood pressure are within acceptable limits.[65]

With respect to the findings of the courts a quo that bed sores appeared on the body of respondent Chua, that she suffered from depression after the disconnection of the said facilities, that her private midwives were barred, and that the delivery of food was delayed, this Court holds, as above, that these conclusions are bereft of sound evidentiary basis, self-serving and uncorroborated as they are. Again, Dr. Sy affirmed that during the daily rounds he would make on the patient, he did not detect any skin lesion or any other abnormality up to the time she was actually discharged.[66] Nor did he find any sign of depression, although, admittedly, he observed that she had been "very angry" because of the removal of the facilities.[67] All the while he did not receive any complaint from respondent Chua indicating that she suffered from the foregoing infirmities,[68] considering that it is the responsibility of the family of the patient to specifically inform the attending physician or the nurses during their rounds whatever they feel is important, or if there were any new developments since the last visit.[69] As corroborated by Sister Galeno, throughout respondent Chua's confinement, she never received any complaint from the latter or her relatives that she had not been attended to by the nursing staff.[70] Worth noting again is the fact that the nursing staff and the attending physicians, which included Dr. Sy, in accordance with hospital policy, would routinely make their rounds on a daily basis, or would visit the patient whenever they are called for any problem,[71] and, in the case of the specialists other than the attending physician, they would visit the patient about once a week.[72] The nurses, on the other hand, would make their rounds more frequently, that is, at least once per shift, or every eight hours.[73] Apart from the self-serving statements of respondents, which by now have become rather indicative of being mere afterthoughts, there is no clear showing from the record that the petitioner and its medical staff deviated from the foregoing policy and practice, nor had they been called upon to look into the alleged physical reactions or emotional trauma respondent Chua claims to have suffered during and after the removal of the facilities. It must be emphasized that, as stated above, respondent Chua herself explicitly found Dr. Sy to be a "very good doctor" because he personally attended to her "almost every hour."[74] And throughout her confinement, Dr. Sy positively stated that her family employed a private midwife who attended to her all the time.[75]

The evidence in the record overwhelmingly demonstrates that respondent Chua had been adequately attended to, and this Court cannot understand why the courts a quo had declared that there was an "utter lack of medical attendance," or that her health suffered during the period after the removal of the facilities. The Court finds that the facilities in question are non-essential for the care of respondent Chua and, hence, they may be lessened or removed by the petitioner for the sake of economic necessity and survival.

Though human experience would show that the deactivation of the air-conditioner may cause a temperature differential that may trigger some physical discomfort, or that the removal of entertainment facilities such as the television set, or the disconnection of communication devices such as the telephone, may cause some exasperation on the part of the one who benefits from these, nevertheless, all things considered, and given the degree of diligence the petitioner duly exerted, not every suppression of the things that one has grown accustomed to enjoy amounts to an actionable wrong, nor does every physical or emotional discomfort amount to the kind of anguish that warrants the award of moral damages under the general principles of tort. The underlying basis for the award of tort damages is the premise that an individual was injured in contemplation of law. Thus, there must first be the breach of some duty and the imposition of liability for that breach before damages may be awarded; it is not sufficient to state that there should be tort liability merely because the plaintiff suffered some pain and suffering.[76]

Moreover, this Court must reiterate the standard of tort to arrive at a proper award for damages premised on matters that suggest the application of medical knowledge, especially in the description of the causal link between external or environmental factors, on one hand, and their effect unto the physical or emotional health of the patient, on the other, expert opinion, as discussed in Cruz v. Court of Appeals,[77] is generally required:

> All three courts below bewail the inadequacy of the facilities of the clinic and its untidiness; the lack of provisions such as blood, oxygen, and certain medicines; the failure to subject the patient to a cardio-pulmonary test prior to the operation; the omission of any form of blood typing before transfusion; and even the subsequent transfer of Lydia to the San Pablo Hospital and the reoperation performed on her by the petitioner. But while it may be true that the circumstances pointed out by the courts below seemed beyond cavil to constitute reckless imprudence on the part of the surgeon, this conclusion is still best arrived at not through the educated surmises nor conjectures of laymen, including judges, but by the unquestionable knowledge of expert witnesses. For whether a physician or surgeon has exercised the requisite degree of skill and care in the treatment of his patient is, in the generality of cases, a matter of expert opinion. The deference of courts to the expert opinions of qualified physicians stems from its realization that the latter possess unusual technical skills which laymen in most instances are incapable of intelligently evaluating. Expert testimony should have been offered to prove that the circumstances cited by the courts below are constitutive of conduct falling below the standard of care employed by other physicians in good standing when performing the same operation. It must be remembered that when the qualifications of a physician are admitted, as in the instant case, there is an inevitable presumption that in proper cases he takes the necessary precaution and employs the best of his knowledge and skill in attending to his clients, unless the contrary is sufficiently established. This presumption is rebuttable by expert opinion which is so sadly lacking in the case at bench.[78]

With respect to the propriety of the notice of removal of facilities, the evidence shows that the hospital staff, accompanied by Sister Gladys Lim, SPC, Finance Administrative Assistant of the hospital,[79] through written and verbal notices as per hospital policy, forewarned the respondents, through respondent Ty and her sister, Judith Chua, of the impending removal of the facilities over a week beforehand[80] in view of their obstinate refusal to vacate and transfer to a lower rate room[81] or to update the mounting hospital bills[82] which, by then, had swollen to approximately one million pesos.[83] Respondent Ty refused to read many of the written notices sent by the Credit

Department.[84] After repeated attempts to contact respondent Ty[85] and before the actual removal of the facilities, the staff of the petitioner tried to personally serve the final notice dated April 23, 1992,[86] signed by Sister Gladys Lim, addressed to respondent Ty, which adopted the tenor of the prior verbal warnings, and which expressly and sternly warned the respondents that the hospital shall be constrained to take legal action and that they shall be compelled to transfer the patient, respondent Chua, to a lower rate room unless the balance could be satisfied.[87] Respondent Ty, for no justifiable reason, and sticking to her inclination to avoid the staff, refused to receive or acknowledge this letter as well.[88] Worth noting is that Sister Galeno, testified that, as a matter of hospital policy the tenor of which respondents, by virtue of the Contract for Admission dated October 30, 1990, agreed to comply with,[89] the hospital can only cut off the non-essential facilities - and only in extreme cases[90] - if the patient occupies a private room all to herself; had the room been semi-private shared by other patients, or had it been the ward, the hospital cannot disconnect the facilities since this would unduly prejudice the other patients. But respondent Chua herself insisted on staying in a private room despite her being fully aware of the ballooning charges,[91] and even if she could have freely gone home anytime to her condominium unit which, as admitted, was equipped with an air-conditioner.[92] With respect to the "pressure" and "harassment" respondents allegedly suffered daily whenever the hospital staff would follow up the billing during odd hours, or at 10pm, 11pm, 12 midnight, 1am, or 2am,[93] this averment had been convincingly refuted by the witnesses for the petitioner, namely, Editha L. Vecino, the Head of Credit and Collection, and Sister Galeno, in that the Credit

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and Collection Department would only hold office hours from 8am to 5pm and, hence, it is impossible to "harass" the respondents during the times they so claimed.[94]

The courts a quo found that respondent Ty had "no choice but to sign the promissory note in order for her mother to be released from the hospital,"[95] thus suggesting that the hospital refused to actually discharge or bodily release its patient, respondent Chua, until arrangements had been made to settle the charges.

While there are portions of the testimonies of the witnesses for the petitioner which state that although, as per standard procedure, the patient "cannot leave"[96] the hospital without the "discharge,"[97] "clearance" or "gate pass" issued only after

arrangements on the settlement of bills had been made,[98] still, it must be understood that these are only demonstrative of the precondition that a patient cannot step out of the premises "without the consent" of the hospital, or, in other words, that the "clearance" merely indicates that the hospital expressly consented to the actual release of the patient,[99] but, even without its consent, the patient is still free to leave "anytime" as a matter of policy, in spite of the refusal to issue a "clearance" or "gate pass,"[100] or even in cases where the accounts have not yet been liquidated or settled,[101] or yet even if no promissory note or post-dated check were executed in favor of the petitioner, as testified by no less than Sister Galeno,[102] and corroborated by Editha Vecino;[103] and that, petitioner, a private hospital established for profit,[104] being also a business, by warning respondents that it shall withhold clearance, is simply exercising its right to protest against an absconding patient as a precursor to avail of other appropriate legal remedies; that, on the contrary, the respondents opted not to leave because of their own promise not to leave unless the hospital bills were fully settled;[105] that the accusations found in the Demand Letter dated May 19, 1992, and signed by the counsel for the respondents,[106] particularly, that the petitioner "refused to discharge the patient, [respondent Chua,] despite orders from the attending physician, Dr. Rody Sy," had all been refuted by Sister Galeno when she read its contents in front of the counsel for respondents, emphatically telling him that "we are not detaining his clients;" that "[respondent Ty] was the one who told us that they are not going to leave the hospital unless they have fully paid the hospital;"[107] and that, most importantly, no physical restraint upon the person of respondent Chua or upon the person of her relatives had been imposed by the staff.

Authorities, including those of common law origin, explicitly declare that a patient cannot be detained in a hospital for non-payment of the hospital bill. If the patient cannot pay the hospital or physician's bill, the law provides a remedy for them to pursue, that is, by filing the necessary suit in court for the recovery of such fee or bill.[108] If the patient is prevented from leaving the hospital for his inability to pay the bill, any person who can act on his behalf can apply in court for the issuance of the writ of habeas corpus.[109]

The form of restraint must be total; movement must be restrained in all directions. If restraint is partial, e.g., in a particular direction with freedom to proceed in another, the restraint on the person's liberty is not total.[110] However, the hospital may legally detain a patient against his will when he is a detained or convicted prisoner, or when the patient is suffering from a very contagious disease where his release will be prejudicial to public health, or when the patient is mentally ill such that his release will endanger public safety,[111] or in other exigent cases as may be provided by law. Moreover, under the common law doctrines on tort, it does not constitute a trespass to the person to momentarily prevent him from leaving the premises or any part thereof because he refuses to comply with some reasonable condition subject to which he entered them. In all cases, the condition of this kind of restraint must be reasonable in the light of the circumstances.[112] At any rate, as stated above, the patient is free to leave the premises, even in the ostensible violation of these conditions, after being momentarily interrupted by the hospital staff for purposes of informing him of those reasonable conditions, such as the assessment of whether the patient is fit to leave, insane, or suffering from a contagious disease, etc., or simply for purposes of

making a demand to settle the bill. If the patient chooses to abscond or leave without the consent of the hospital in violation of any of the conditions deemed to be reasonable under the circumstances, the hospital may nonetheless register its protest and may choose to pursue the legal remedies available under law, provided that the hospital may not physically detain the patient, unless the case falls under the exceptions abovestated.

Authorities are of the view that, ordinarily, a hospital, especially if it is a private pay hospital,[113] is entitled to be compensated for its services, by either an express or an implied contract, and if no express contract exists, there is generally an implied agreement that the patient will pay the reasonable value of the services rendered;[114] when a hospital treats a patient's injuries, it has an enforceable claim for full payment for its services, regardless of the patient's financial status.[115] At this juncture, it must be noted that there is testimony, though to a degree disputable, to the effect that the execution of the promissory note and the issuance of postdated checks were conditions imposed not by the petitioner but voluntarily offered by the counsel for respondents.[116] At any rate, however, this Court holds, in view of the foregoing authorities, that the requirement to have the relative of respondent Chua to execute a promissory note as part of the arrangement to settle the unpaid obligations is a formality that converts any implied contract into written form and, moreover, amounts to a reasonable condition, the non-fulfillment of which, in itself, however, as discussed, cannot allow the hospital to detain the patient. It must also be stressed, contrary to the findings of the courts a quo, that such an agreement embodied in a promissory note, as well as the Contract for Admission and Acknowledgment of Responsibility for Payment dated October 30, 1990, do not become contracts of adhesion simply because the person signing it was under stress that was not the result of the actions of the hospital,[117] especially taking into account that there is testimony to the effect that respondent Ty signed the Promissory Note dated June 5, 1992 in the presence of counsel and acting under his advise.[118]

But as to the propriety of the circumstances surrounding the issuance of the postdated checks to cover the amount stated in the Promissory Note dated June 5, 1992, this Court must refer to the discussion of the recent case of Ty v. People of the Philippines[119] where this Court affirmed the conviction of respondent Ty for the issuance of bouncing checks addressed to the petitioner herein. While the instant case is to be distinguished from the Ty case in nature, applicable law, the standards of evidence, and in the defenses available to the parties, hence, the judgment of conviction in that case should not at all prejudice the disposition of this case, even if the facts coincide, nonetheless, for purposes of convenience and instructive utility, the Court quotes the relevant portions:

> In this case, far from it, the fear, if any, harbored by Ty was not real and imminent. Ty claims that she was compelled to issue the checks a condition the hospital allegedly demanded of her before her mother could be discharged for fear that her mother's health might deteriorate further due to the inhumane treatment of the hospital or worse, her mother might commit suicide. This is speculative fear; it is not the uncontrollable fear contemplated by law.
>
> To begin with, there was no showing that the mother's illness was so life-threatening such that her continued stay in the hospital suffering all its alleged unethical treatment would induce a well-grounded apprehension of her death. Secondly, it is not the law's intent to say that any fear exempts one from criminal liability much less petitioner's flimsy fear that her mother might commit suicide. In other words, the fear she invokes was not impending or insuperable as to deprive her of all volition and to make her a mere instrument without will, moved exclusively by the hospital's threats or demands.
>
> Ty has also failed to convince the Court that she was left with no choice but to commit a crime. She did not take advantage of the many opportunities available to her to avoid committing one. By her very own words, she admitted that the collateral or security the hospital required prior to the discharge of her mother may be in the form of postdated checks or jewelry. And if indeed she was coerced to open an account with the bank and issue the checks, she had all the opportunity to leave the scene to avoid involvement.

> Moreover, petitioner had sufficient knowledge that the issuance of checks without funds may result in a violation of B.P. 22. She even testified that her counsel advised her not to open a current account nor issue postdated checks "because the moment I will not have funds it will be a big problem." Besides, apart from petitioner's bare assertion, the record is bereft of any evidence to corroborate and bolster her claim that she was compelled or coerced to cooperate with and give in to the hospital's demands.
>
> Ty likewise suggests . . . that the justifying circumstance of state of necessity under par. 4, Art. 11 of the Revised Penal Code may find application in this case.
>
> We do not agree. The law prescribes the presence of three requisites to exempt the actor from liability under this paragraph: (1) that the evil sought to be avoided actually exists; (2) that the injury feared be greater than the one done to avoid it; (3) that there be no other practical and less harmful means of preventing it.
>
> In the instant case, the evil sought to be avoided is merely expected or anticipated. If the evil sought to be avoided is merely expected or anticipated or may happen in the future, this defense is not applicable. Ty could have taken advantage of an available option to avoid committing a crime. By her own admission, she had the choice to give jewelry or other forms of security instead of postdated checks to secure her obligation.
>
> Moreover, for the defense of state of necessity to be availing, the greater injury feared should not have been brought about by the negligence or imprudence, more so, the willful inaction of the actor. In this case, the issuance of the bounced checks was brought about by Ty's own failure to pay her mother's hospital bills.
>
> The Court also thinks it rather odd that Ty has chosen the exempting circumstance of uncontrollable fear and the justifying circumstance of state of necessity to absolve her of liability. It would not have been half as bizarre had Ty been able to prove that the issuance of the bounced checks was done without her full volition. Under the circumstances, however, it is quite clear that neither uncontrollable fear nor avoidance of a greater evil or injury prompted the issuance of the bounced checks.
>
> Parenthetically, the findings of fact in the Decision of the trial court in the Civil Case for damages filed by Ty's mother against the hospital is wholly irrelevant for purposes of disposing the case at bench. While the findings therein may establish a claim for damages which, we may add, need only be supported by a preponderance of evidence, it does not necessarily engender reasonable doubt as to free Ty from liability.[120]

In view of the foregoing, the Court therefore holds that the courts a quo committed serious errors in finding that the petitioner was "biased,"[121] "discriminated" against the respondents,[122] and "purposely intended to irritate"[123] or "harass"[124] them; that it "acted in bad faith in removing the facilities without prior notice;"[125] and that its acts were "anti-social."[126] The aforequoted declarations of the witnesses, significant portions of which this Court considers as expert testimony, are reliable and remain considerably trustworthy to controvert respondents' assertions as well as to reverse the conclusions of fact and law of the CA and the RTC that respondent Chua suffered the physical and emotional anguish so claimed, and so, for these reasons, the Court holds that the petitioner inflicted no actionable wrong.

This Court observes that the courts a quo awarded both respondents moral damages. But it is well-settled that in case of physical injuries, with some exceptions,[127] moral damages are recoverable only by the party injured and not by her spouse, next of kin, or relative who happened to sympathize with the injured party.[128] Hence, even if the courts a quo were correct in their basis for damages, they should have declined to award damages to respondent Ty.

The last issue to be resolved is the question whether the counterclaims of the petitioner are supported by a preponderance of evidence.

We agree with the petitioner that the courts a quo seriously erred in mistaking the case of its compulsory

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counterclaim for its permissive counterclaim and for failing to consider the evidence which impressively supports the latter. First, for failure without justifiable cause of respondents' counsel to comment on the Partial Formal Offer of Evidence dated February 14, 1996[129] filed by the petitioner, the RTC issued an order during the course of the trial, which counsel for respondents neither contested nor raised on appeal, admitting Exhibits "1" to "16", together with their submarkings and the purposes for which the same were offered,[130] all of which had also been previously authenticated and their contents verified by the witnesses for the petitioner.[131] These documents include the Contract for Admission of respondent Chua dated October 30, 1990, duly executed by respondent Ty, incorporating therein the rules and regulations of the hospital, including the duty to understand the same[132] as well as the undertaking of respondent Ty to be jointly and severally liable for the payment of the hospital bills of respondent Chua;[133] the Promissory Note dated June 5, 1992 in the amount of P1,075,592.95 duly executed by respondent Ty in favor of the petitioner agreeing to be jointly and severally liable to pay the unpaid obligations of respondent Chua and Judith Chua, including interest and attorney's fees in case of default;[134] the Undertakings signed by respondent Ty dated March 3, 1992 and April 7, 1992 to maintain regular deposits;[135] and the credit memos and statements of account that support the amount referring to the unpaid obligation.[136] Second, the parties stipulated during pre-trial that respondents failed to pay the balance despite repeated reminders.[137] And third, respondent Ty in open court identified and admitted that she signed the Contract of Admission dated October 30, 1990 as well as the Undertakings dated March 3, 1992 and April 7, 1992 but which, for no justifiable reason, she "did not bother to read,"[138] and, what is more, she repeatedly admitted during the course of the trial that she failed to fully settle the foregoing hospital bills.[139] In fact, while the Ty case cannot control the incidents of the instant case as heretofore stated, it is still worth mentioning, at least for informative purposes, the findings of this Court in Ty with respect to respondents' obligations to the petitioner:

> Ty's mother and sister availed of the services and the facilities of the hospital. For the care given to her kin, Ty had a legitimate obligation to pay the hospital by virtue of her relationship with them and by force of her signature on her mother's Contract of Admission acknowledging responsibility for payment, and on the promissory note she executed in favor of the hospital.[140]

In view of all these findings, the Court earnestly disagrees with the sweeping conclusion of the CA that "[Petitioner] failed to present any iota of evidence to prove his claim,"[141] a statement apparently referring to the permissive counterclaim of P1,075,592.95. However, with respect to the compulsory counterclaim predicated on the filing of a baseless suit and injury to its reputation, petitioner did not raise this matter on appeal and, hence, is deemed to have waived the same.

But the Court in Ty made a partial finding on the civil liability of respondent Ty with respect to the amount covered by seven of the several dishonored checks she issued equivalent to P210,000.00.[142] Since this amount forms a fraction of her total civil liability, then this amount, in deference to Ty, should be deducted therefrom.

The claim for attorney's fees, as stipulated under the Promissory Note dated June 5, 1992, should be reduced for being unreasonable under the circumstances, from 25 percent to 12 percent of the total amount due.[143]

As a final word, the Court takes judicial notice of the pending Senate Bill No. 337, entitled "An Act Prohibiting the Detention of Patients in Hospitals and Medical Clinics on Grounds of Non-Payment of Hospital Bills or Medical Expenses," which declares, among others, that it shall be unlawful for any hospital or medical clinic to cause directly or indirectly the detention of patients for non-payment, in part or in full, of their hospital bills,[144] and, furthermore, requires patients who have fully recovered and are financially incapable to settle the hospitalization expenses to execute a promissory note, co-signed by another individual, to the extent of the unpaid obligation before leaving the hospital.[145] While this Court may have touched upon these matters in the adjudication of the instant case, it must be stated that this decision should in no way preempt any constitutional

challenge to the provisions of Senate Bill No. 337 if passed into law, bearing in mind the standards for the exercise of the power of judicial review[146] as well as the recognition that the tenor of the bill may adjust with the times, or that the bill itself may fail to pass, according to the dynamism of the legislative process, especially in light of the objections interposed by interest groups to date.[147]

WHEREFORE, the petition is GRANTED. The Decision of the Court of Appeals dated October 2, 2001, together with the Decision dated September 30, 1997 of the Regional Trial Court in Civil Case No. 63958, is REVERSED and SET ASIDE. Another judgment is entered dismissing the Complaint and ordering respondents, jointly and severally, to pay the petitioner the amount of P865,592.95, with stipulated interest of 12 percent reckoned from the date of extrajudicial demand until full payment, and 12 percent of the total amount due as attorney's fees.

No pronouncement as to costs.

SO ORDERED.

Panganiban, C.J., (Chairperson), Ynares-Santiago, Callejo, Sr., and Chico-Nazario, JJ., concur.

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[1] Penned by Associate Justice Conrado M. Vasquez, Jr., with Associate Justices Martin S. Villarama, Jr. and Eliezer R. De Los Santos, concurring, rollo, pp. 38-50.

[2] Although the Complaint impleaded the petitioner as "Manila Doctors Hospital, defendant," allegedly a domestic corporation, the petitioner specifically denied this averment and alleged that "Manila Doctors Hospital" is merely a tradename of "Manila Medical Services, Inc.," the real party in interest. This allegation was not disputed by the respondents, nor was any correction made by the courts a quo. See Answer dated February 4, 1994, item 2; Amended Answer dated February 10, 1994, item 2; Rejoinder dated March 28, 1994, item 3; records, pp. 1, 15, 25, 42; The 1997 Rules of Civil Procedure, Rule 3, "1 (1997); id. Rule 8, "4; Juasing Hardware v. Mendoza, 201 Phil. 369(1982); Chiang Kai Shek v. Court of Appeals, G.R. No. 58028, April 18, 1989, 172 SCRA 389.

[3] Partial Pre-Trial Order dated May 2, 1994, rollo, p. 87.

[4] Partial Pre-Trial Order dated May 4, 1994, id. at 90-91.

[5] Id. at 107.

[6] CA rollo, p. 39.

[7]Rollo, p. 50.

[8] G.R. No. 149275, September 27, 2004, 439 SCRA 220, 238.

[9]Heirs of Dicman v. Cariño, G.R. No. 146459, June 8, 2006; Rivera v. Roman, G.R. No. 142402, September 20, 2005, 470 SCRA 276, 287; Mercury Drug Corp. v. Libunao, G.R. No. 144458, July 14, 2004, 434 SCRA 404, 413-414; The Insular Life Assurance Company, Ltd. v. Court of Appeals, G.R. No. 126850, April 28, 2004, 428 SCRA 79, 86; Aguirre v. Court of Appeals, G.R. No. 122249, January 29, 2004, 421 SCRA 310, 319; C & S Fishfarm Corporation v. Court of Appeals, 442 Phil. 279, 288 (2002); Martinez v. Court of Appeals, G.R. No. 123547, May 21, 2001, 358 SCRA 38, 49 (2001).

[10] RTC Decision, rollo, p. 99.

[11] Id.

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[12]Id. at 104; CA Decision, id. at 43.

[13] Id. at 103; CA Decision, id.

[14]Id. at 46.

[15] Id. at 103-104.

[16] Id. at 42, 44.

[17] Id. at 104; CA Decision, id. at 42, 46. See THE CIVIL CODE OF THE PHILIPPINES, R.A. 386, as amended, Articles 19-21, 2219 (1950).

[18] See PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 322 (1988) (discussing the corporate liability of hospitals arising from the failure to furnish safe and reliable equipment).

[19] See Ramos v. Court of Appeals, 378 Phil. 1198, 1241 (1999), citing Jose O. Vitug, Compendium of CIVIL LAW AND JURISPRUDENCE 822 (1993).

[20]The primary duties of a hospital are to furnish safe and well maintained premises, to provide adequate and safe equipment, and to exercise reasonable care in the selection of the members of the hospital staff. See Pedro P. Solis, Medical Jurisprudence 310-11, 321-29 (1988). A hospital conducted for private gain is under a duty to exercise ordinary care in furnishing its patients a suitable and safe place. If an unsafe condition of the hospital's premises causes an injury, there is a breach of the hospital's duty. 40A Am. Jur. 2d Hospitals and Asylums - 35 (1999), citing Sharpe v. South Carolina Dept. of Mental Health, 281 S.C. 242, 315 S.E.2d 112 (1984); United Western Medical Centers v. Superior Court, 42 Cal. App. 4[th] 500, 49 Cal. Rptr. 2d 682 (4th Dist. 1996). Where the patient refuses to leave a private hospital inspite of the order for his discharge, he may do so and continue to stay in that hospital, provided the corresponding hospital bill is properly satisfied and with the consent of the attending physician. PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 336 (1988). The relationship between the hospital as a private corporate entity and the admitted patient is one principally governed by contract. This conclusion stems from the general rule that the management and operation of a private hospital are governed by the rules applied in the case of private corporations generally, except as modified by statute. See 40A Am. Jur. 2d Hospitals and Asylums -13 (1999), citing Burris v. Morton F. Plant Hospital, 204 So. 2d 521 (1967). The contract between the private hospital and the patient normally stipulates the conditions of admission. See, e.g., 9A Am. Jur. Legal Forms 2d - 136:63. As the petitioner is a private hospital as opposed to a public one, it is given more leeway in making rules and regulations as regards the admission of patients, hospital facilities, selection of staff, among others, provided that such rules and regulations are not arbitrary, discriminatory, unreasonable, monopolistic, or contrary to law or public policy, PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 310 (1988).

[21] See, e.g., Tan v. Villapaz, G.R. No. 160892, November 22, 2005, 475 SCRA 720, 727; Nautica Canning Corp. v. Yumul, G.R. No. 164588, October 19, 2005, 473 SCRA 415, 423; Jardine Davies, Inc. v. JRB Realty, Inc., G.R. No. 151438, July 15, 2005, 463 SCRA 555, 561; Lim v. Chuatoco, G.R. No. 161861, March 11, 2005, 453 SCRA 308, 316; Chico v. Court of Appeals, 348 Phil. 37, 43 (1998).

[22]TSN, October 5, 1995, pp. 53-54.

[23] TSN, September 7, 1995, p. 13. The exact date when respondent Chua actually left the hospital is under dispute, which is either June 4 or June 5, 1992.

[24] See TSN, August 22, 1996, p. 1-34 (offering Dr. Rody Sy as rebuttal witness for respondents and whose credibility had not been impeached).

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[25] TSN, June 24, 1994, pp. 16, 32.

[26] TSN, September 7, 1995, p. 6.

[27]Id. at 8, 13.

[28] Id. at 13.

[29] Id. at 8-9.

[30] Id. at 7, 10.

[31]TSN, August 22, 1996, p. 7 (testifying as witness for the respondents).

[32] TSN, August 15, 1996, p. 13.

[33] Supra note 31.

[34]Supra note 32.

[35] Supra note 31.

[36] Id. at 9.

[37]TSN, September 7, 1995, p. 10.

[38]TSN, August 22, 1996, p. 22.

[39]TSN, September 7, 1995, p. 7.

[40] Id. at 15.

[41] Supra note 37.

[42] Supra note 38.

[43] TSN, September 7, 1995, pp. 12-13.

[44]Id.

[45] Id. at 14.

[46] Id. at 18.

[47] Id. at 6-7.

[48] Id. at 8.

[49] Id. at 11.

[50] Id. at 7, 10, 12; TSN, August 22, 1996, supra.

[51] TSN, June 24, 1994, p. 32.

[52] TSN, January 19, 1996, p. 12; TSN, October 5, 1995, pp. 75, 76.

[53] TSN, October 5, 1995, p. 76.

[54] Although there is some inconsistency as to the exact dates when the hospital administrator, Sister Galeno, consulted with the doctors, due to memory lapse of the witnesses, it is fairly established that it was done during a

reasonable time before the removal. See TSN, October 5, 1995, pp. 12, 76-77; TSN, August 22, 1996, p. 17 (Dr. Rody Sy testifying for the respondents as rebuttal witness).

[55]TSN, August 22, 1996, p. 13.

[56] Id. at 12-13.

[57] Supra note 55.

[58]Id. at 18.

[59]TSN, September 7, 1995, p. 17; TSN, August 22, 1996, p. 19.

[60] TSN, August 22, 1996, p. 14.

[61] Id. at 22.

[62]Id. at 19.

[63]Id. at 28.

[64]TSN, October 5, 1995, p. 32.

[65] Id. at pp. 14, 18-19.

[66] TSN, September 7, 1995, p. 16.

[67] Id.

[68]Id. at 21-22.

[69] Id.

[70] TSN, October 5, 1995, p. 48.

[71] TSN, September 7, 1995, p. 20; TSN, August 22, 1996, pp. 6, 8, 24; TSN, October 5, 1995, p. 13.

[72] TSN, August 22, 1996, p. 8.

[73] Supra note 46.

[74] TSN, June 24, 1994, pp. 16, 31-32.

[75] Supra note 46.

[76] Spouses Custodio v. Court of Appeals, 323 Phil. 575, 585-586 (1996). See Expertravel & Tours, Inc. v. Court of Appeals, 368 Phil. 444, 448-449 (1999) (summarizing the rules on moral damages).

[77]346 Phil. 872 (1997).

[78] Id. at 884-885.

[79] TSN, October 5, 1995, p. 28.

[80] Id. at 12, 27.

[81] Id. at 26, 31-32.

[82] Id. at 12, 31, 42.

[83]Id. at 26.

[84] Id. at 5.

[85] Id. at 30-31.

[86] Exhibit "5."

[87] Id.; TSN, October 5, 1995, p. 29.

[88]TSN, October 27, 1994, p. 13; TSN, October 5, 1995, pp. 27-29.

[89] Exhibit "1".

[90] TSN, October 5, 1995, p. 17.

[91]Id. at 31, 42; Partial Pre-Trial Order dated May 4, 1994, rollo, pp. 90-91; RTC Decision, id. at 94-95.

[92] TSN, June 24, 1994, pp. 27-28; TSN, August 15, 1996, p. 14.

[93] TSN, June 24, 1994, pp. 6, 9, 36.

[94]TSN, October 27, 1994, p. 34; TSN, October 5, 1995, pp. 44-45.

[95] RTC Decision, rollo, p. 106. This conclusion had been impliedly affirmed by the CA. See TSN, July 1, 1994, p. 17 (respondent Ty testifying that she was "forced to sign" the promissory notes and execute the postdated checks as a condition for the release or discharge of her mother, respondent Chua). See also id. at 21.

[96] TSN, September 14, 1995, pp. 18-19, 23.

[97] Id. at 35.

[98] Id. at 17-18, 22, 32; TSN, October 5, 1995, p. 25. It can be observed from the testimonies that the discharge order issued by the attending physician is a discharge from a medical standpoint, while the discharge or clearance issued by the Nursing Station, Accounting, Cashier, Security, or the other departments whose functions may be administrative in nature refer to matters not solely confined to medical aspects, such as the settlement of dues, deposits or breakage, all of which depend on the rules and regulations as well as hospital policy.

[99]TSN, October 5, 1995, p. 26; TSN, September 14, 1995, p. 23-24.

[100] Id.; id.

[101] TSN, September 14, 1995, pp. 23-24.

[102] TSN, October 5, 1995, pp. 26-27, 48-49.

[103] Supra note 101.

[104] See PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 305-307 (1988) (discussing the various classifications of hospitals).

[105]TSN, October 5, 1995, pp. 49-50.

[106]Exhibits "B" to "B-1."

[107] TSN, October 5, 1995, pp. 40-42.

[108] PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 338 (1988), citing Gadsden General Hospital v.

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Hamilton, 103 So. 553 (1925). See Louis J. Regan, Doctor and Patient and the Law 113 (1949), citing Cook v. Highland Hospital, 84 S.E. 352; In re Carlsen, 130 Fed. 379; Re Baker, 29 How. Pr. (N.Y.) 485; Ollet v. Pittsburgh, C.C. & St. L. R. Co. (Pa.), 50 Atl. 1011; Lord v. Claxton (Ga.), 8 S.E.2d 657.

[109]Pedro P. Solis, Medical Jurisprudence 338 (1988).

[110] C.R.A. MARTIN, LAW RELATING TO MEDICAL PRACTICE 340-41 (1979) (citations omitted).

[111] PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 338 (1988).

[112] C.R.A. MARTIN, LAW RELATING TO MEDICAL PRACTICE 41 (1979) (citations omitted).

[113] As opposed to a private charitable or eleemosynary hospital. PEDRO P. SOLIS, MEDICAL JURISPRUDENCE 306-7 (1988)

[114] 40A AM. JUR. 2D Hospitals and Asylums §8 (1999), citing Porter v. McPherson, 198 W. Va. 158, 479 S.E.2d 668 (1996).

[115] Id. citing Trevino v. HHL Financial Services, Inc., 945 P.2d 1345 (Colo. 1997).

[116] TSN, October 5, 1995, pp. 43-44, 58-59, 62.

[117] See 40A AM. JUR. 2D Hospitals and Asylums §8 (1999), citing Heartland Health Systems, Inc. v. Chamberlin, 871 S.W.2d 8 (1993).

[118]TSN, October 27, 1994, p. 26-27.

[119] G.R. No. 149275, September 27, 2004, 439 SCRA 220.

[120] Id. at 230-233.

[121] Rollo, p. 44.

[122]Id. at 103.

[123]Id. at 42.

[124] Supra note 121.

[125] Supra note 122; id. at 43.

[126] Id. at 46.

[127] See THE CIVIL CODE OF THE PHILIPPINES, Republic Act No. 386, as amended, Article 2219 (1950).

[128] See Soberano v. Manila Railroad Company, 124 Phil. 1330, 1337 (1966); Strebel v. Figueras, 96 Phil. 321, 330 (1954); Araneta v. Arreglado, 104 Phil. 529, 533 (1958).

[129] Records, pp. 178-197.

[130] TSN, August 15, 1996, pp. 4-5.

[131] TSN, October 27, 1994, pp. 8, 10-11, 24-27, 32-33; TSN, October 5, 1995, pp. 18, 21, 26, 35-36, 51-53; TSN, January 25, 1996, 8-9, 12.

[132] Exhibit "1".

[133]Exhibits "1-a" and "1-b".

[134]Exhibits "2" to "2-c."

[135] Exhibits "3" to "4-b."

[136] Exhibits "11", "11-b"; Exhibits "13" to "14-a"; Exhibits "16" to "16-d."

[137] Rollo, pp. 94-95; Partial Pre-Trial Order dated May 4, 1994, id. at 90-91.

[138]TSN, July 1, 1994, pp. 5, 8, 19-22.

[139] Id. at 5, 9-10.

[140] Ty v. People of the Philippines, supra note 8, at 234.

[141]Rollo, p. 47.

[142]The dispositive portion of Ty v. People states:

> WHEREFORE, the instant Petition is DENIED and the assailed Decision of the Court of Appeals, dated 31 July 2001, finding petitioner Vicky C. Ty GUILTY of violating Batas Pambansa Bilang 22 is AFFIRMED with MODIFICATIONS. Petitioner Vicky C. Ty is ORDERED to pay a FINE equivalent to double the amount of each dishonored check subject of the seven cases at bar with subsidiary imprisonment in case of insolvency in accordance with Article 39 of the Revised Penal Code. She is also ordered to pay private complainant, Manila Doctors' Hospital, the amount of Two Hundred Ten Thousand Pesos (P210,000.00) representing the total amount of the dishonored checks. Costs against the petitioner.
>
> SO ORDERED.

(emphasis supplied)

[143]The CIVIL CODE OF THE PHILIPPINES, Republic Act No. 386, as amended, Art. 2208 (1950) ("In all cases, the attorney's fees and expenses of litigation must be reasonable."). See, e.g., Pacific Mills, Inc. v. Court of Appeals, G.R. No. 87182, February 17, 1992, 206 SCRA 317.

[144] Section 1 of the draft bill.

[145] Section 2 of the draft bill.

[146] Where questions of constitutional significance are raised, the Court can exercise its power of judicial review only if the following requisites are complied: First, there must be before the Court an actual case calling for the exercise of judicial review. Second, the question before the Court must be ripe for adjudication. Third, the person challenging the validity of the act must have standing to challenge. Fourth, the question of constitutionality must have been raised at the earliest opportunity, and lastly, the issue of constitutionality must be the very lis mota of the case. Allied Banking Corporation v. Quezon City Government, G.R. No, 154126, October 11, 2005, 472 SCRA 303, 317; Board of Optometry v. Colet, 328 Phil. 1187, 1205 (1996); Garcia v. Executive Secretary, G.R. No. 100883, December 2, 1991, 204 SCRA 516, 522; Santos III v. Northwest Orient Airlines, G.R. No. 101538, June 23, 1992, 210 SCRA 256, 261.

[147]See Position Paper dated September 22, 2004, submitted by the Philippine Medical Association for the presentation in the public hearing for the Committee of Health and Demography, Senate, Republic of the Philippines.

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