

THE LAW FIRM OF RAYMUNDO A. ARMOVIT, PETITIONER, VS. COURT OF APPEALS AND BENGSON COMMERCIAL BUILDING, INC., RESPONDENTS.

G.R. No. 154559. October 05, 2011

Ponente: LEONARDO-DE CASTRO, J.

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LEONARDO-DE CASTRO, J.:

Petitioner Law Firm of Raymundo A. Armovit (Armovit Law Firm) captioned the present action as a "Petition and/or Motion for Execution." As a Petition for Certiorari, petitioner assails the Resolutions of the Court of Appeals in CA-G.R. CV No. 43099 dated November 28, 1996,[1] August 27, 2001[2] and June 11, 2002,[3] as well as the Orders of the Regional Trial Court (RTC) of San Fernando, La Union in Civil Case No. 2794 dated February 24 and June 7, 1993. As a Motion for Execution, petitioner seeks the execution of the 1991 Decision of this Court in G.R. No. 90983, entitled *Law Firm of Raymundo A. Armovit v. Court of Appeals*.[4]

On August 20, 1965 and November 23, 1971, Bengson Commercial Building, Inc. (BCBI) obtained loans from the Government Service Insurance System (GSIS) in the total amount of P4,250,000.00, secured by real estate and chattel mortgages. When BCBI defaulted in the payment of the amortizations, GSIS extrajudicially foreclosed the mortgaged properties and sold them at public auction where it emerged as the highest bidder.[5]

With the Armovit Law Firm as its counsel, BCBI filed an action to annul the extrajudicial foreclosure on June 23, 1977 with the then Court of First Instance (CFI) of La Union. The action was docketed as Civil Case No. 2794. After trial, the CFI, by then renamed Regional Trial Court, rendered a Decision: (1) nullifying the foreclosure of BCBI's mortgaged properties; (2) ordering the cancellation of the titles issued to GSIS and the issuance of new ones in the name of BCBI; (3) ordering BCBI to pay GSIS P900,000.00 for the debenture bonds; and (4) directing GSIS to (a) restore to BCBI full possession of the foreclosed properties, (b) restructure the P4.25 Million worth of loans at the legal rate of interest from the finality of the judgment, (c) pay BCBI P1.9 Million representing accrued monthly rentals and P20,000.00 rental monthly until the properties are restored to BCBI's possession, and (d) pay the costs.[6]

GSIS appealed to the Court of Appeals. The appeal was docketed as CA-G.R. CV No. 09361. It appears that the Armovit Law Firm ceased to be the counsel of BCBI sometime before the appeal of GSIS. The said law firm and BCBI dispute the legality of the replacement, with BCBI claiming that the Armovit Law Firm had been remiss in its duties as BCBI's counsel.

On January 19, 1988, the Court of Appeals affirmed the RTC Decision with modification. The dispositive portion of the Decision of the appellate court reads:

WHEREFORE, we affirm the appealed decision with MODIFICATION, as follows:

1. The foreclosure and auction sale on February 10, 1977 of BENGSON's properties covered by real estate and chattel mortgages mentioned in the notice of sale issued by the La Union provincial sheriff are set aside.

2. The writ of possession issued to GSIS as the highest bidder by the defunct Court of First Instance, sitting as a cadastral court, as a consequence of said foreclosure sale, is annulled.
3. The Register of Deeds of La Union is ordered to cancel the present certificates of title covering those properties and issue new ones in lieu thereof in the same names and with the same annotations, terms and conditions, including the mortgage in question, as appeared (sic) in the previous certificates of title as of the date BENGSON constituted the mortgage on those properties in favor of GSIS, it being understood that all expenses to be incurred incidental to such title cancellation and issuance shall be borne by GSIS.
4. GSIS is ordered to restore to BENGSON full possession of those mortgaged properties situated in San Fernando, La Union.
5. All properties under the mortgage in question, including those parcels of land situated in San Fernando, La Union and in Quezon City, shall remain under mortgage in favor of GSIS.
6. GSIS is ordered to restructure BENGSON's loan as promised, the restructuring to proceed from the premise that as of the foreclosure date, i.e. February 10, 1977, BENGSON had paid GSIS an aggregate amount of P286,000.00 on the subject loan.
7. The interest rates per annum stated in the first and second mortgage loan contracts entered into between BENGSON and GSIS, as well as all other terms and conditions provided for therein -- except as qualified by the subsequent agreement of the parties regarding the promised loan restructuring and deferment of foreclosure by reason of the arrearages incurred -- shall remain as originally stipulated upon by the parties.
8. BENGSON is ordered to pay GSIS the debenture bond with an aggregate face value of P900,000.00 at the stipulated interest rate of 14% per annum, quarterly; and to pay 14% interest per annum, compounded monthly, on the interest on said debenture bond, that had become due quarterly, in accordance with the stipulations provided for therein.
9. GSIS shall reimburse BENGSON the monthly rent of P20,000.00 representing income produced by one of the latter's mortgaged properties, i.e., the Regent Theatre building, from February 15, 1977 until GSIS shall have restored the full possession of said building, together with the land on which it stands, to BENGSON.
10. The entire record of this case is ordered remanded to the trial court and the latter is directed to ascertain whether such mortgaged properties as machineries, equipment, and other movie paraphernalia, etc., are in fact no longer in existence per report of the provincial sheriff, as well as to determine their replacement value if GSIS fails to return them; and, as prayed for by BENGSON, to receive evidence from the parties on the costs of suit awarded to it.

No pronouncement as to cost of this appeal. (Emphasis supplied.)[7]

The Decision of the Court of Appeals became final and executory on February 10, 1988 and the records were remanded to the court a quo on March 14, 1988. The GSIS did not file a Motion for Reconsideration or an appeal therefrom.[8]

The subsequent proceedings were summarized by this Court in its Decision in G.R. No. 90983,[9] which is now the subject of petitioner's Motion for Execution:

It x x x appears that when Atty. Armovit sought execution with the court a quo, he was informed by Romualdo Bengzon, president of the respondent corporation, that the firm had retained the services of Atty. Pacifico Yadao. He was also informed that the company would pay him the agreed compensation and that Atty. Yadao's fees were covered by a separate agreement. The private respondent, however, later ignored his billings and over the phone, directed him allegedly not to take part in the execution proceedings. Forthwith, he sought the entry of an attorney's lien in the records of the case. The lower court allegedly refused to make the entry and on

the contrary, issued an order ordering the Philippine National Bank to "release to the custody of Mr. Romualdo F. Bengzon and or Atty. Pacifico Yadao" the sum of P2,760,000.00 (ordered by the Court of Appeals as rentals payable by the Government Service Insurance System).

Atty. Armovit then moved, apparently for the hearing of his motion to recognize attorney's lien, and thereafter, the trial court issued an order in the tenor as follows:

When this case was called for hearing on the petition to record attorney's charging lien, Attys. Armovit and Aglipay appeared for the petitioners.

Atty. Armovit informed the Court that they are withdrawing the petition considering that they are in the process of amicably settling their differences with the plaintiff, which manifestation was confirmed by Atty. Yadao as well as the plaintiffs, Romualdo Bengson and Brenda Bengson, who are present today.

In view of this development, the petition to record attorney's charging lien, the same being in order and not contrary to law, morals and public policy, as prayed for by Attys. Armovit and Aglipay, it is hereby withdrawn. The parties, therefore are hereby directed to comply faithfully with their respective obligations.

SO ORDERED.

However, upon the turnover of the money to the private respondent, Mrs. Brenda Bengson (wife of Romualdo Bengson) delivered to Atty. Armovit the sum of P300,000.00 only. Atty. Armovit protested and demanded the amount of P552,000.00 (twenty percent of P2,760,000.00), for which Mrs. Bengson made assurances that he will be paid the balance.

On November 4, 1988, however, Atty. Armovit received an order emanating from the trial court in the tenor as follows:

During the hearing on the petition to record attorney's charging lien on October 11, 1988, Attys. Armovit and Aglipay withdrew their petition to record attorney's charging lien, which was duly approved by the Court, after which the Court directed the parties to comply faithfully with their respective obligations.

In compliance with the Order of this Court, the plaintiff submitted a pleading denominated as compliance alleging that petitioner (Atty. Armovit) has already received from the plaintiff the sum of P300,000.00, Philippine Currency, as and by way of attorney's fees. With the receipt by the petitioner from the plaintiff of this amount, the latter has faithfully complied with its obligation.

WHEREFORE, the Order of this Court dated October 11, 1988 approving the withdrawal of the petition to record attorney's charging lien, on motion of the petitioner, is now final.

SO ORDERED.

Reconsideration having been denied, Atty. Armovit went to the Court of Appeals on a petition for certiorari and prohibition.

On August 25, 1989, the Court of Appeals rendered judgment dismissing the petition. Reconsideration having been likewise denied by the Appellate Court, Atty. Armovit instituted the instant appeal.[10]

This Court rendered its Decision in the foregoing case on September 27, 1991. The relevant portions of the Decision, including the fallo thereof, are quoted hereunder:

The disposition of the Court of Appeals was that since the receipt evidencing payment to Atty. Armovit of the sum of P300,000.00 "was without any qualification as 'advance' or 'partial' or 'incomplete'," the intention of the parties was that it was full payment. The Appellate Court also noted Atty. Armovit's withdrawal of his motion to record attorney's lien and figured that Atty. Armovit was satisfied with the payment of P300,000.00.

The only issue is whether or not Atty. Armovit is entitled to the sum of P252,000.00 more, in addition to the sum of P300,000.00 already paid him by the private respondent.

There is no question that the parties had agreed on a compensation as follows:

- a) P15,000.00 by way of acceptance and study fee, payable within five (5) days from date;
- b) 20% contingent fee computed on the value to be recovered by favorable judgment in the cases; and
- c.) the execution and signing of a final retainer agreement complete with all necessary details.

(While the parties' agreement speaks of "a final retainer agreement" to be executed later, it does not appear that the parties did enter into a "final" agreement thereafter.)

The private respondent's version however is that while it may be true that the agreed compensation was twenty percent of all recoveries, the parties later agreed on a compromise sum approved allegedly by the trial court, per its Order of October 11, 1988.

x x x x

Contingent fees are valid in this jurisdiction. It is true that attorney's fees must at all times be reasonable; however, we do not find Atty. Armovit's claim for "twenty percent of all recoveries" to be unreasonable. In the case of *Aro v. Nañawa*, decided in 1969, this Court awarded the agreed fees amid the efforts of the client to deny him fees by terminating his services. In parallel vein, we are upholding Atty. Armovit's claim for P252,000.00 more -- pursuant to the contingent fee agreement -- amid the private respondent's own endeavours to evade its obligations.

x x x x

WHEREFORE, premises considered, the petition is GRANTED. The private respondent is ORDERED to pay the petitioner the sum of P252,000.00. Costs against the private respondent. [11]

Neither party filed a Motion for Reconsideration from the Decision of this Court. Thus, the Decision became final and executory on December 17, 1991.[12]

On October 29, 1992, the Armovit Law Firm filed in Civil Case No. 2794 an Omnibus Motion praying, among other things, that a final assessment of its attorney's fees be computed at 20% on the value of all the properties recovered by BCBI, deducting the amount already paid which is 20% of the money judgment for P1,900,00.00; and that a writ of execution for the full payment of the balance of its attorney's fees be issued.[13]

On February 24, 1993, the RTC issued the first assailed Order denying the Armovit Law Firm's Omnibus Motion. The RTC held that the issue regarding attorney's fees had already been resolved by this Court in G.R. No. 90983, whereby this Court ordered BCBI to pay the Armovit Law Firm the sum of P252,000.00, in addition to the P300,000.00 already paid. The RTC noted that the Decision of this Court had long become final and executory and in fact, was already executed upon the payment of the sum of P252,000.00. The RTC also stressed that the Armovit Law Firm had no more participation in the prosecution of the case before the appellate court, as BCBI was, by then, already represented by another counsel. Thus, according to the RTC, it would constitute unjust enrichment to grant the Armovit Law Firm attorney's fees despite having no more participation in the case.[14]

The Armovit Law Firm filed a Motion for Reconsideration, which was denied by the RTC on June 7, 1993.[15]

The Armovit Law Firm appealed the Orders of the RTC to the Court of Appeals. The appeal was docketed as CA-G.R. CV No. 43099.

When the Court of Appeals became repeatedly unsuccessful in securing the original records of Civil Case No. 2794 due to the progress of the execution of the same in the trial court, the appellate court, in the first assailed Resolution dated November 28, 1996, directed Atty. Raymundo Armovit to submit a certified copy of the complete original records at his expense.[16] Atty. Armovit filed a Motion for Reconsideration praying that BCBI be ordered to defray the costs of the copying of the pertinent records, as he has no responsibility whatsoever for the delay. Atty. Armovit added that the photocopying of the records would be futile as there was still the need to await the termination of the proceedings before the trial court.[17] On April 24, 2001, the Court of Appeals received a letter from the Officer-in-Charge of the RTC informing the appellate court of the pendency before this Court of G.R. No. 137448 and G.R. No. 141454, which were both connected with the execution of the Decision in Civil Case No. 2794. Due to all of the foregoing circumstances, the Court of Appeals issued on August 27, 2001 the second assailed Resolution ordering that CA-G.R. CV No. 43099 be archived temporarily pending receipt of the original records of Civil Case No. 2794.[18] The Armovit Law Firm's Motion for Reconsideration was denied in the third assailed Resolution dated June 11, 2002.[19]

On September 9, 2002, the Armovit Law Firm filed the present action captioned "Petition and/or Motion for Execution," a joint Petition for Certiorari and Motion for Execution, with the following prayer:

WHEREFORE, petitioner respectfully prays that the instant petition for certiorari be given due course and, after due proceedings, judgment be rendered setting aside as null and void ab initio the respondent courts Orders dated February 24 and June 7, 1993 (Annexes A and B) and Resolutions dated November 28, 1996, August 27, 2001 and June 11, 2002 (Annexes C, D and E); and ordering respondent trial court as follows:

1. To immediately issue a writ of execution of the final and executory Decision of September 29, 1991, of the Supreme Court in Law Firm of Raymundo A. Armovit vs. Court of Appeals, et al. (G.R. No. 90983) on the twenty percent of all recoveries on the following:

a. All the mortgaged properties recovered by private respondent from the GSIS by annotating petitioner's charging lien at the back of their corresponding titles.

b. The P29,982,824.19 received by private respondent on September 26, 1994, as per Sheriff's Return dated October 3, 1994 (Annex EE), plus the legal rate of interest from such date until fully paid.

2. To assess the value of the real properties recovered by private respondent from the GSIS and apply petitioner's charging lien by deducting therefrom the sum of P552,000.00 priorly applied to the accumulated rentals recovered from GSIS by private respondent. After the assessment and determination of the value of petitioner's twenty percent of all recoveries to cause the execution thereof.[20]

According to the Armovit Law Firm, the RTC and the Court of Appeals committed the following legal errors:

I.

THE TRIAL COURT ERRED IN VARYING THE FINAL AND EXECUTORY SUPREME COURT DECISION BY LIMITING THE EXECUTION OF PETITIONER'S ATTORNEY'S FEES OF "TWENTY PERCENT OF ALL RECOVERIES" ONLY TO THE RENTALS AND EXCLUDING THE REST OF THE RECOVERIES MADE BY THE BENGSONS.

II.

THE COURT OF APPEALS ERRED IN SENDING PETITIONER'S APPEAL TO THE ARCHIVES.

III.

THE APPELLATE AND TRIAL COURTS ERRED IN DEFYING THE SUPREME COURT IN ITS FINAL

AND EXECUTORY DECISION AWARDING PETITIONER A CONTINGENT FEE OF "TWENTY PERCENT OF ALL RECOVERIES." [21]

The present action is devoid of merit.

For convenient reference, the dispositive portion of the judgment sought to be executed, namely our Decision in G.R. No. 90983, is re-quoted as follows:

WHEREFORE, premises considered, the petition is GRANTED. The private respondent is ORDERED to pay the petitioner the sum of P252,000.00. Costs against the private respondent. [22]

As can be readily observed, the Court ordered the payment of the sum of P252,000.00, nothing more, nothing less. While the body of the Decision quoted the agreement of the parties stating the compensation as "20% contingent fee computed on the value to be recovered by favorable judgment on the cases," [23] this Court specifically ordered BCBI to pay the Armovit Law Firm the aforementioned sum only, in addition to the P300,000.00 already paid. BCBI was therefore held to be liable for the total amount of P552,000.00, representing 20% of the P2,760,000.00 received by BCBI as rental payments from GSIS. Significantly, the order upon GSIS to reimburse BCBI for rental payments constitutes the only monetary award in favor of BCBI in the final and executory Decision in CA-G.R. CV No. 09361. [24] This Court confined its award to the said sum despite the fact that the Armovit Law Firm prayed for a much greater amount in its Memorandum:

WHEREFORE, petitioner respectfully prays for judgment declaring respondent trial court's orders (Annexes "N" and "Q") and respondent Court of Appeals' confirmatory decisions (Annexes "R" and "T") null and void ab initio, and instead directing that petitioner be paid his attorney's fees of 20% of all monies and properties received and to be received by respondent BCBI in consequence of the final judgment secured for them by petitioner (Annex "E" in rel. annex "G"), as follows -

- a) 20% of P2,760,000.00, the rental arrearages due and already received by BCBI, which amounts to P552,000.00, minus the P300,000.00 paid unto petitioner, or a net balance of P252,000.00 due petitioner;
- b) 20% of P15 million, the market value of the commercial lots, multi-story buildings and residential lots and houses, already placed in BCBI's possession, which amounts to P3,000,000.00 still due petitioner; and
- c) 20% of P20 million worth of hotel and movie machines and equipment units, centralized air conditioning facilities, etc., to be paid in cash to BCBI, which amounts to P4,000,000.00 in unpaid fees to petitioner -

or, in the alternative, should trial of facts be deemed appropriate, that the case be remanded for further proceedings to receive petitioner's evidence on the amount of his attorney's fees due and unpaid, the same to be presided over by another trial judge chosen by proper raffle; that respondent judge Genaro Gines be prohibited from any further intervention in Civil Case No. 2794; and at all events, that treble costs be fixed and imposed upon respondents.

Petitioner also prays for such other reliefs as may be just and equitable in the premises. [25] (Emphases supplied.)

As stated above, the Armovit Law Firm did not file a Motion for Reconsideration of the Decision in G.R. No. 90983 to protest the exclusion in the dispositive portion of several items it specifically prayed for in its pleadings. The Decision thus became final and executory on December 17, 1991. [26] The Armovit Law Firm cannot now ask the trial court, or this Court, to execute the Decision in G.R. No. 90983 as if these items prayed for were actually granted.

The Armovit Law Firm, in insisting on its claim, pins its entire case on the statement in the body of the Decision that "we do not find Atty. Armovit's claim for 'twenty percent of all recoveries' to be unreasonable." [27] In this

regard, our ruling in *Grageda v. Gomez* [28] is enlightening:

It is basic that when there is a conflict between the dispositive portion or fallo of a Decision and the opinion of the court contained in the text or body of the judgment, the former prevails over the latter. An order of execution is based on the disposition, not on the body, of the Decision. This rule rests on the theory that the fallo is the final order while the opinion in the body is merely a statement ordering nothing.

Indeed, the foregoing rule is not without an exception. We have held that where the inevitable conclusion from the body of the decision is so clear as to show that there was a mistake in the dispositive portion, the body of the decision will prevail. x x x.[29]

Applying this ruling to the case at bar, it is clear that the statement in the body of our 1991 Decision (that "we do not find Atty. Armovit's claim for 'twenty percent of all recoveries' to be unreasonable"[30]) is not an order which can be the subject of execution. Neither can we ascertain from the body of the Decision an inevitable conclusion clearly showing a mistake in the dispositive portion. On the contrary, the context in which the statement was used shows that it is premised on the interpretation that Atty. Armovit's valid claim is only for an additional P252,000.00 in attorney's fees:

Contingent fees are valid in this jurisdiction. It is true that attorney's fees must at all times be reasonable; however, we do not find Atty. Armovit's claim for "twenty percent of all recoveries" to be unreasonable. In the case of *Aro v. Nañawa*, decided in 1969, this Court awarded the agreed fees amid the efforts of the client to deny him fees by terminating his services. In parallel vein, we are upholding Atty. Armovit's claim for P252,000.00 more -- pursuant to the contingent fee agreement -- amid the private respondent's own endeavours to evade its obligations.[31] (Emphases supplied.)

The confusion created in the case at bar shows yet another reason why mere pronouncements in bodies of Decisions may not be the subject of execution: random statements can easily be taken out of context and are susceptible to different interpretations. When not enshrined in a clear and definite order, random statements in bodies of Decisions can still be the subject of another legal debate, which is inappropriate and should not be allowed in the execution stage of litigation.

Consequently, the trial court cannot be considered to have committed grave abuse of discretion in denying the execution of the statement in the body of our 1991 Decision that "we do not find Atty. Armovit's claim for 'twenty percent of all recoveries' to be unreasonable." [32] All things considered, it was the interpretation of petitioner Armovit Law Firm, not that of the trial court, which had the effect of varying the final and executory Decision of this Court in G.R. No. 90983. The instant Petition for Certiorari should therefore fail.

WHEREFORE, the Petition is DISMISSED. Costs against petitioner.

SO ORDERED.

Corona, C.J., (Chairperson), Bersamin, Del Castillo, and Villarama, Jr., JJ., concur.

[1] Rollo (G.R. No. 154559), p. 73.

[2] Id. at 46-49; penned by Associate Justice Conchita Carpio Morales with Associate Justices Candido V. Rivera and Rebecca de Guia-Salvador, concurring.

[3] Id. at 51-52.

[4] G.R. No. 90983, September 27, 1991, 202 SCRA 16.

- [5] See *Government Service Insurance System v. Gines*, G.R. No. 85273, March 9, 1993, 219 SCRA 724, 725-726.
- [6] *Id.* at 728.
- [7] *Id.* at 728-730.
- [8] *Id.* at 730.
- [9] *Law Firm of Raymundo A. Armovit v. Court of Appeals*, *supra* note 4.
- [10] *Id.* at 18-20.
- [11] *Id.* at 21-25.
- [12] *Rollo* (G.R. No. 90983), p. 321.
- [13] *Rollo* (G.R. No. 154559), p. 40.
- [14] *Id.* at 40-41.
- [15] *Id.* at 43-44.
- [16] *Id.* at 47.
- [17] *Id.* at 47-48.
- [18] *Id.* at 48.
- [19] *Id.* at 51-52.
- [20] *Id.* at 34-35.
- [21] *Id.* at 20.
- [22] *Law Firm of Raymundo A. Armovit v. Court of Appeals*, *supra* note 4 at 25.
- [23] *Id.* at 21.
- [24] *Government Service Insurance System v. Gines*, *supra* note 5 at 729.
- [25] *Rollo* (G.R. No. 90983), pp. 268-269.
- [26] *Id.* at 321.
- [27] *Law Firm of Raymundo A. Armovit v. Court of Appeals*, *supra* note 4 at 24-25.
- [28] G.R. No. 169536, September 21, 2007, 533 SCRA 677.
- [29] *Id.* at 691.
- [30] *Law Firm of Raymundo A. Armovit v. Court of Appeals*, *supra* note 4 at 24-25.
- [31] *Id.*
- [32] *Id.*

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