

MEGAN SUGAR CORPORATION, PETITIONER, VS. REGIONAL TRIAL COURT OF ILOILO, BRANCH 68, DUMANGAS, ILOILO; NEW FRONTIER SUGAR CORPORATION AND EQUITABLE PCI BANK, RESPONDENTS.

G.R. No. 170352. June 01, 2011

Ponente: PERALTA, J.

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PERALTA, J.:

Before this Court is a petition for review on certiorari,[1] under Rule 45 of the Rules of Court, seeking to set aside the August 23, 2004 Decision[2] and October 12, 2005 Resolution[3] of the Court of Appeals (CA), in CA-G.R. SP No. 75789.

The facts of the case are as follows:

On July 23, 1993, respondent New Frontier Sugar Corporation (NFSC) obtained a loan from respondent Equitable PCI Bank (EPCIB). Said loan was secured by a real estate mortgage over NFSC's land consisting of ninety-two (92) hectares located in Passi City, Iloilo, and a chattel mortgage over NFSC's sugar mill.

On November 17, 2000, because of liquidity problems and continued indebtedness to EPCIB, NFSC entered into a Memorandum of Agreement[4] (MOA) with Central Iloilo Milling Corporation (CIMICO), whereby the latter agreed to take-over the operation and management of the NFSC raw sugar factory and facilities for the period covering crop years 2000 to 2003.

On April 19, 2002, NFSC filed a complaint for specific performance and collection[5] against CIMICO for the latter's failure to pay its obligations under the MOA.

In response, CIMICO filed with the Regional Trial Court (RTC) of Dumangas, Iloilo, Branch 68, a case against NFSC for sum of money and/or breach of contract.[6] The case was docketed as Civil Case No. 02-243.

On May 10, 2002, because of NFSC's failure to pay its debt, EPCIB instituted extra-judicial foreclosure proceedings over NFSC's land and sugar mill. During public auction, EPCIB was the sole bidder and was thus able to buy the entire property and consolidate the titles in its name. EPCIB then employed the services of Philippine Industrial Security Agency (PISA) to help it in its effort to secure the land and the sugar mill.

On September 16, 2002, CIMICO filed with the RTC an Amended Complaint[7] where it impleaded PISA and EPCIB. As a result, on September 25, 2002, upon the motion of CIMICO, the RTC issued a restraining order, directing EPCIB and PISA to desist from taking possession over the property in dispute. Hence, CIMICO was able to continue its possession over the property.

On October 3, 2002, CIMICO and petitioner Megan Sugar Corporation (MEGAN) entered into a MOA[8] whereby MEGAN assumed CIMICO's rights, interests and obligations over the property. As a result of the foregoing undertaking, MEGAN started operating the sugar mill on November 18, 2002.

On November 22, 2002, Passi Iloilo Sugar Central, Inc. (Passi Sugar) filed with the RTC a Motion for

Intervention claiming to be the vendee of EPCIB. Passi Sugar claimed that it had entered into a Contract to Sell[9] with EPCIB after the latter foreclosed NFSC's land and sugar mill.

On November 29, 2002, during the hearing on the motion for intervention, Atty. Reuben Mikhail Sabig (Atty. Sabig) appeared before the RTC and entered his appearance as counsel for MEGAN. Several counsels objected to Atty. Sabig's appearance since MEGAN was not a party to the proceedings; however, Atty. Sabig explained to the court that MEGAN had purchased the interest of CIMICO and manifested that his statements would bind MEGAN.

On December 10, 2002, EPCIB filed a Motion for Delivery/Deposit of Mill Shares/Rentals.[10]

On December 11, 2002, Passi Sugar filed a Motion to Order Deposit of Mill Share Production of "MEGAN" and/or CIMICO.[11] On the same day, NFSC filed a Motion to Order Deposit of Miller's Share (37%) or the Lease Consideration under the MOA between NFSC and CIMICO.[12]

On December 27, 2002, NFSC filed another Motion to Hold in Escrow Sugar Quedans or Proceeds of Sugar Sales Equivalent to Miller's Shares.[13]

On January 16, 2003, the RTC issued an Order[14] granting EPCIB's motion for the placement of millers' share in escrow. The dispositive portion of which reads:

WHEREFORE, in view of the foregoing, the motions to place the mill's share in escrow to the court is hereby GRANTED.

Megan Sugar Corporation or its director-officer, Mr. Joey Concha, who is General Manager of Megan, is ordered to deposit in escrow within five (5) days upon receipt of this order, the sugar quedans representing the miller's share to the Court starting from December 19, 2002 and thereafter, in every Friday of the week pursuant to the Memorandum of Agreement executed by plaintiff CIMICO and defendant NFSC.

SO ORDERED. [15]

On January 29, 2003, Atty. Sabig filed an Omnibus Motion for Reconsideration and Clarification.[16] On February 19, 2003, the RTC issued an Order[17] denying said motion.

On February 27, 2003, EPCIB filed an Urgent Ex-Parte Motion for Execution,[18] which was granted by the RTC in an Order[19] dated February 28, 2003.

Aggrieved by the orders issued by the RTC, MEGAN filed before the CA a petition for certiorari,[20] dated March 5, 2003. In said petition, MEGAN argued mainly on two points; first, that the RTC erred when it determined that MEGAN was subrogated to the obligations of CIMICO and; second, that the RTC had no jurisdiction over MEGAN.

On August 23, 2004, the CA issued a Decision dismissing MEGAN's petition, the dispositive portion of which reads:

WHEREFORE, premises considered, the Petition for Certiorari is hereby DENIED and forthwith DISMISSED for lack of merit. Cost against petitioner.

SO ORDERED.[21]

In denying MEGAN's petition, the CA ruled that since Atty. Sabig had actively participated before the RTC, MEGAN was already estopped from assailing the RTC's jurisdiction.

Aggrieved, MEGAN then filed a Motion for Reconsideration,[22] which was, however, denied by the CA in

Resolution dated October 12, 2005.

Hence, herein petition, with MEGAN raising the following issues for this Court's consideration, to wit:

I.

WHETHER OR NOT THE PETITIONER IS ESTOPPED FROM QUESTIONING THE ASSAILED ORDERS BECAUSE OF THE ACTS OF ATTY. REUBEN MIKHAIL SABIG.

II.

WHETHER OR NOT THE REGIONAL TRIAL COURT HAD JURISDICTION TO ISSUE THE ORDERS DATED JANUARY 16, 2003, FEBRUARY 19, 2003 AND FEBRUARY 28, 2003.[23]

The petition is not meritorious.

MEGAN points out that its board of directors did not issue a resolution authorizing Atty. Sabig to represent the corporation before the RTC. It contends that Atty. Sabig was an unauthorized agent and as such his actions should not bind the corporation. In addition, MEGAN argues that the counsels of the different parties were aware of Atty. Sabig's lack of authority because he declared in court that he was still in the process of taking over the case and that his voluntary appearance was just for the hearing of the motion for intervention of Passi Sugar.

Both EPCIB and NFSC, however, claim that MEGAN is already estopped from assailing the authority of Atty. Sabig. They contend that Atty. Sabig had actively participated in the proceedings before the RTC and had even filed a number of motions asking for affirmative relief. They also point out that Jose Concha (Concha), who was a member of the Board of Directors of MEGAN, accompanied Atty. Sabig during the hearing. Lastly, EPCIB and NFSC contend that all the motions, pleadings and court orders were sent to the office of MEGAN; yet, despite the same, MEGAN never repudiated the authority of Atty. Sabig.

After a judicial examination of the records pertinent to the case at bar, this Court agrees with the finding of the CA that MEGAN is already estopped from assailing the jurisdiction of the RTC.

Relevant to the discussion herein is the transcript surrounding the events of the November 29, 2002 hearing of Passi Sugar's motion for intervention, to wit:

ATTY. ARNOLD LEBRILLA:

Appearing as counsel for defendant PCI Equitable Bank, your Honor.

ATTY. CORNELIO PANES:

Also appearing as counsel for defendant New Frontier Sugar Corporation.

ATTY. ANTONIO SINGSON:

I am appearing, your Honor, as counsel for Passisugar.

ATTY. REUBEN MIKHAIL SABIG:

Appearing your Honor, for Megan Sugar, Inc.

ATTY. LEBRILLA:

Your Honor, the counsel for the plaintiff CIMICO has not yet arrived.

ATTY. SABIG:

Your Honor, we have been furnished of a copy of the motion. I've talked to Atty. [Leonardo] Jiz and he informed me that he cannot attend this hearing because we are in the process of taking over this case. However, the Passisugar had intervened and we have to appear because we have been copy furnished of the motion, and also, your Honor, since the motion will directly affect Megan and we are appearing in this hearing despite the fact that we had not officially received the copy of the motion. Anyway, your Honor, since we are in the process of taking over this case, Atty. Jiz told me that he cannot appear today.

COURT:

Here is the representative from CIMICO.

ATTY. PANES:

Yes, your Honor, Atty. Gonzales is here.

ATTY. NELIA JESUSA GONZALES:

I am appearing in behalf of the plaintiff CIMICO, your Honor.

x x x x

COURT:

Shall we tackle first your motion for intervention?

ATTY. SINGSON: Yes, your Honor.

ATTY. PANES: Yes, your Honor, and I would like to make a manifestation in relation to the appearance made by Atty. Sabig. Megan is not, in anyway, a party [to] this case and if he must join, he can file a motion for intervention. We would like to reiterate our stand that he cannot participate in any proceeding before this Court particularly in this case.

COURT: Yes, that is right.

ATTY. SINGSON: Yes, your Honor, unless there is a substitution of the plaintiff.

ATTY. SABIG: I understand, your Honor, that we have been served a copy of this motion.

ATTY. PANES: A service copy of the motion is only a notice and it is not, in anyway, [a] right for him to appear as a party.

COURT: Just a moment, Atty. Panes. Shall we allow Atty. Sabig to finish first?

ATTY. SABIG: This motion directly affects us and that's why we're voluntarily appearing, just for this hearing on the motion and not for the case itself, specifically for the hearing [on] this motion. That's our appearance for today because we have been served and we have to protect our interest. We are not saying that we are taking over the case but there is a hearing for the motion in intervention and we have been served a copy, that's why we appear voluntarily.

ATTY. LEBRILLA: Your Honor, please, for the defendant, we do not object to the appearance of the counsel for Megan provided that the counsel could assure us that whatever he says [all through] in this proceeding will [bind] his client, your Honor, as he is duly authorized by the corporation, under oath, your Honor, that whatever he says here is binding upon the corporation.

ATTY. SABIG: Yes, your Honor.

COURT: But I thought all the while that your motion for intervention will implead Megan.

ATTY. SINGSON: We will not yet implead them, your Honor.

COURT: Why will you not implead them because they are now in possession of the mill?

ATTY. SINGSON: That's why we want to be clarified. In what capacity is Megan entering into the picture? That's the point now that we would like to ask them. So, whatever statement you'll be making here will bind Megan?

ATTY. SABIG: Yes, your Honor. Specifically for the hearing because apparently, we have to voluntarily appear since they furnished us a copy that would directly affect our rights.

x x x x

COURT: Are you saying that you are appearing now in behalf of Megan?

ATTY. SABIG: Yes, your Honor.

COURT: And whatever statement you made here will bind Megan?

ATTY. SABIG: Yes, your Honor.

x x x x

COURT: That's why you're being asked now what interest [does] Megan have here?

ATTY. SABIG: We are already in possession of the mill, your Honor.

ATTY. SINGSON: You are in possession of the mill. [On] what authority are you in possession, this Megan group?

ATTY. SABIG: We have a Memorandum of Agreement which we entered, your Honor, and they transferred their [referring to CIMICO] rights to us.[24]

The doctrine of estoppel is based upon the grounds of public policy, fair dealing, good faith and justice, and its purpose is to forbid one to speak against his own act, representations, or commitments to the injury of one to whom they were directed and who reasonably relied thereon. The doctrine of estoppel springs from equitable principles and the equities in the case. It is designed to aid the law in the administration of justice where without its aid injustice might result. It has been applied by this Court wherever and whenever special circumstances of a case so demand.[25]

Based on the events and circumstances surrounding the issuance of the assailed orders, this Court rules that MEGAN is estopped from assailing both the authority of Atty. Sabig and the jurisdiction of the RTC. While it is true, as claimed by MEGAN, that Atty. Sabig said in court that he was only appearing for the hearing of Passi Sugar's motion for intervention and not for the case itself, his subsequent acts, coupled with MEGAN's inaction and negligence to repudiate his authority, effectively bars MEGAN from assailing the validity of the RTC proceedings under the principle of estoppel.

In the first place, Atty. Sabig is not a complete stranger to MEGAN. As a matter of fact, as manifested by EPCIB, Atty. Sabig and his law firm SABIG SABIG & VINGCO Law Office has represented MEGAN in other cases[26] where the opposing parties involved were also CIMICO and EPCIB. As such, contrary to MEGAN's claim, such manifestation is neither immaterial nor irrelevant,[27] because at the very least, such fact shows that MEGAN knew Atty. Sabig.

MEGAN can no longer deny the authority of Atty. Sabig as they have already clothed him with apparent authority to act in their behalf. It must be remembered that when Atty. Sabig entered his appearance, he was accompanied

by Concha, MEGAN's director and general manager. Concha himself attended several court hearings, and on December 17, 2002, even sent a letter[28] to the RTC asking for the status of the case. A corporation may be held in estoppel from denying as against innocent third persons the authority of its officers or agents who have been clothed by it with ostensible or apparent authority.[29] Atty. Sabig may not have been armed with a board resolution, but the appearance of Concha made the parties assume that MEGAN had knowledge of Atty. Sabig's actions and, thus, clothed Atty. Sabig with apparent authority such that the parties were made to believe that the proper person and entity to address was Atty. Sabig. Apparent authority, or what is sometimes referred to as the "holding out" theory, or doctrine of ostensible agency, imposes liability, not as the result of the reality of a contractual relationship, but rather because of the actions of a principal or an employer in somehow misleading the public into believing that the relationship or the authority exists.[30]

Like the CA, this Court notes that MEGAN never repudiated the authority of Atty. Sabig when all the motions, pleadings and court orders were sent not to the office of Atty. Sabig but to the office of MEGAN, who in turn, would forward all of the same to Atty. Sabig, to wit:

x x x All the motions, pleadings and other notices in the civil case were mailed to Atty. Reuben Mikhail P. Sabig, Counsel for Megan Sugar, NFSC Compound, Barangay Man-it, Passi, Iloilo City which is the address of the Sugar Central being operated by Megan Sugar. The said address is not the real office address of Atty. Sabig. As pointed out by private respondent Equitable PCI Bank, the office address of Atty. Sabig is in Bacolod City. All orders, pleadings or motions filed in Civil Case 02-243 were received in the sugar central being operated by Megan Central and later forwarded by Megan Sugar to Atty. Sabig who is based in Bacolod City. We find it incredible that, granting that there was no authority given to said counsel, the record shows that it was received in the sugar mill operated by Megan and passed on to Atty. Sabig. At any stage, petitioner could have repudiated Atty. Sabig when it received the court pleadings addressed to Atty. Sabig as their counsel.[31]

One of the instances of estoppel is when the principal has clothed the agent with indicia of authority as to lead a reasonably prudent person to believe that the agent actually has such authority.[32] With the case of MEGAN, it had all the opportunity to repudiate the authority of Atty. Sabig since all motions, pleadings and court orders were sent to MEGAN's office. However, MEGAN never questioned the acts of Atty. Sabig and even took time and effort to forward all the court documents to him.

To this Court's mind, MEGAN cannot feign knowledge of the acts of Atty. Sabig, as MEGAN was aware from the very beginning that CIMICO was involved in an on-going litigation. Such fact is clearly spelled out in MEGAN's MOA with CIMICO, to wit:

WHEREAS, CIMICO had filed a 2nd Amended Complaint for Sum of Money, Breach of Contract and Damages with Preliminary Injunction with a Prayer for a Writ of Temporary Restraining Order against the NEW FRONTIER SUGAR CORPORATION, pending before Branch 68 of the Regional Trial Court, based in Dumangas, Iloilo, Philippines, entitled CENTRAL ILOILO MILLING CORPORATION (CIMICO) versus NEW FRONTIER SUGAR CORPORATION (NFSC), EQUITABLE PCI BANK and PHILIPPINE INDUSTRIAL SECURITY AGENCY docketed as CIVIL CASE NO. 02-243;[33]

Considering that MEGAN's rights stemmed from CIMICO and that MEGAN was only to assume the last crop period of 2002-2003 under CIMICO's contract with NFSC,[34] it becomes improbable that MEGAN would just wait idly by for the final resolution of the case and not send a lawyer to protect its interest.

In addition, it bears to point out that MEGAN was negligent when it did not assail the authority of Atty. Sabig within a reasonable time from the moment when the first adverse order was issued. To restate, the January 16, 2003 RTC Order directed MEGAN to deposit a sizable number of sugar quedans. With such an order that directly

affects the disposition of MEGAN's assets and one that involves a substantial amount, it is inconceivable for Atty. Sabig or for Concha not to inform MEGAN's board of such an order or for one of the directors not to hear of such order thru other sources. As manifested by NFSC, MEGAN is a family corporation and Concha is the son-in-law of Eduardo Jose Q. Miranda (Eduardo), the President of MEGAN. Elizabeth Miranda, one of the directors, is the daughter of Eduardo. MEGAN's treasurer, Ramon Ortiz is a cousin of the Mirandas.[35] Thus, given the nature and structure of MEGAN's board, it is unimaginable that not a single director was aware of the January 16, 2003 RTC Order. However, far from repudiating the authority of Atty. Sabig, Atty. Sabig even filed a Manifestation[36] that MEGAN will deposit the quedans, as directed by the RTC, every "Friday of the week."

MEGAN had all the opportunity to assail the jurisdiction of the RTC and yet far from doing so, it even complied with the RTC Order. With the amount of money involved, it is beyond belief for MEGAN to claim that it had no knowledge of the events that transpired. Moreover, it bears to stress that Atty. Sabig even filed subsequent motions asking for affirmative relief, more important of which is his March 27, 2003 Urgent Ex-Parte Motion[37] asking the RTC to direct the Sugar Regulatory Administration (SRA) to release certain quedans in favor of MEGAN on the premise that the same were not covered by the RTC Orders. Atty. Sabig manifested that 30% of the value of the quedans will be deposited in court as payment for accrued rentals. Noteworthy is the fact that Atty. Sabig's motion was favorably acted upon by the RTC. Like the CA, this Court finds that estoppel has already set in. It is not right for a party who has affirmed and invoked the jurisdiction of a court in a particular matter to secure an affirmative relief to afterwards deny that same jurisdiction to escape a penalty.[38] The party is barred from such conduct not because the judgment or order of the court is valid but because such a practice cannot be tolerated for reasons of public policy.[39]

Lastly, this Court also notes that on April 2, 2003, Atty. Sabig again filed an Urgent Ex-Parte Motion[40] asking the RTC to direct the SRA to release certain quedans not covered by the RTC Orders. The same was granted by the RTC in an Order[41] dated April 2, 2003. Curiously, however, Rene Imperial, the Plant Manager of MEGAN, also signed the April 2, 2003 RTC Order and agreed to the terms embodied therein. If Atty. Sabig was not authorized to act in behalf of MEGAN, then why would MEGAN's plant manager sign an official document assuring the RTC that he would deliver 30% of the value of the quedans earlier released to MEGAN pursuant to the March 27, 2003 Order?

The rule is that the active participation of the party against whom the action was brought, coupled with his failure to object to the jurisdiction of the court or administrative body where the action is pending, is tantamount to an invocation of that jurisdiction and a willingness to abide by the resolution of the case and will bar said party from later on impugning the court or body's jurisdiction.[42] Based on the preceding discussion, this Court holds that MEGAN's challenge to Atty. Sabig's authority and the RTC's jurisdiction was a mere afterthought after having received an unfavorable decision from the RTC. Certainly, it would be unjust and inequitable to the other parties if this Court were to grant such a belated jurisdictional challenge.

WHEREFORE, premises considered, the petition is DENIED. The August 23, 2004 Decision and October 12, 2005 Resolution of the Court of Appeals, in CA-G.R. SP No. 75789, are AFFIRMED.

SO ORDERED.

Carpio, (Chairperson), Nachura, Abad, and Mendoza, JJ., concur.

[1] Rollo, pp. 10-46.

[2] Penned by Associate Justice Vicente L. Yap, with Associate Justices Arsenio J. Magpale and Ramon M. Bato,

Jr., concurring; id. at 48-53.

[3] Id. at 55-57.

[4] Records, Vol. 1, pp. 19-21.

[5] Docketed as Civil Case No. 02-240.

[6] Records, Vol. 1, pp. 9-17.

[7] Id. at 98-113.

[8] Records, Vol. 2, pp. 731-732.

[9] Records, Vol. 1, pp. 322- 328.

[10] Records, Vol. 2, pp. 708-712.

[11] Id. at 715- 720.

[12] Id. at 705-707.

[13] Id. at 745- 752.

[14] Rollo, pp. 139-150.

[15] Id. at 149-150.

[16] Records, Vol. 2, pp. 799- 804.

[17] Id. at 909 -911.

[18] Id. at 893- 895.

[19] Records, Vol. 3, pp.1069-1070.

[20] Rollo, pp. 159-190.

[21] Id. at 52.

[22] Records, Vol. 4, pp. 1649-1660.

[23] Rollo, p. 20.

[24] TSN, November 29, 2002, pp. 2-9. (Emphasis supplied).

[25] Philippine National Bank v. Court of Appeals, 183 Phil. 54, 63-64 (1979).

[26] Civil Case No. 03-11917, Megan Sugar Corporation v. EPCIB, et al., filed before the Regional Trial Court, Branch 54 of Bacolod City; Civil Case No. 03-27542, Central Iloilo Milling Corporation v. Megan Sugar Corporation et al., filed before the Regional Trial Court, Branch 32, Iloilo City. See Opposition to the Motion for Reconsideration, records, Vol. 4, pp. 1687-1703.

[27] See Consolidated Reply to Oppositions to Motion for Reconsideration filed by New Frontier Sugar Corporation and Equitable PCIBank, records, Vol. 4, pp. 1706- 1712.

[28] Records, Vol. 2, p. 730.

[29] Rural Bank of Milaor (Camarines Sur) v. Ocfemia, 381 Phil. 911, 929 (2000).

[30] Professional Services, Inc. v. Agana, G.R. Nos. 126297, 126467 and 127590, January 31, 2007, 513 SCRA 478, 500-501.

[31] Rollo, p. 56.

[32] Woodchild Holdings, Inc. v. Roxas Electric and Construction Company, Inc., 479 Phil. 896, 914 (2004).

[33] Records, Vol. 2, p. 732.

[34] Note that CIMICO's MOA with NFSC was only for three years, or from year 2000 to 2003. Hence, from the time CIMICO entered into a MOA with MEGAN in 2002, only one year remained from CIMICO's contract.

[35] See Comment, rollo, pp. 360-376, 372.

[36] Rollo, pp. 154-155.

[37] Id. at 156-158.

[38] Tijam v. Sibonghanoy, No. L- 21450, April 15, 1968, 23 SCRA 29, 36.

[39] La Campana Food Products, Inc. v. Court of Appeals, G.R. No. 88246, June 4, 1993, 223 SCRA 151, 157.

[40] Records, Vol. 3, pp. 1086-1088.

[41] Id. at 1095-1096.

[42] Marquez v. Secretary of Labor, 253 Phil. 329, 336 (1989).

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