

DEE HWA LIONG FOUNDATION MEDICAL CENTER AND ANTHONY DEE, PETITIONERS, VS. ASIAMED SUPPLIES AND EQUIPMENT CORPORATION, RESPONDENT.

G.R. No. 205638. August 23, 2017

Ponente: LEONEN, J.

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LEONEN, J.:

Generally, a petition for review under Rule 45 of the Rules of Court may only raise questions of law.

This is a Petition for Review on Certiorari[1] filed under Rule 45 of the Rules of Court praying that the August 30, 2012 Decision[2] and the January 23, 2013 Resolution[3] of the Court of Appeals in CA G.R. CV No. 91410 be reversed and set aside.

On August 2, 2002, petitioner Dee Hwa Liong Foundation Medical Center (DHLFMC) and respondent Asiamed Supplies and Equipment Corporation (Asiamed) entered into a Contract of Sale.[4] This Contract of Sale stated that DHLFMC agreed to purchase from Asiamed a GammaMed Plus Brachytherapy machine and a Gammacell Elan 3000 blood irradiator (collectively, the machines) for the price of P31,000,000.00. Regarding payment, the Contract of Sale provided:

1. PURCHASE PRICE

DEE HWA LIONG FOUNDATION MEDICAL CENTER agrees to purchase the equipment through ASIAMED SUPPLIES and EQUIPMENT CORPORATION at the total price of THIRTY ONE MILLION PESOS (P31,000,000.00) Philippine Currency ...

Such payment is to be made no later than (2) two working days upon delivery of the equipment and prior to the installation of the same.

....

5. BUYERS GUARANTEE

DEE HWA LIONG FOUNDATION MEDICAL CENTER warrants unto ASIAMED SUPPLIES & EQUIPMENT CORPORATION the genuineness, validity and enforceability of any check, note or evidence of obligation as forelisted and DEE HWA LIONG FOUNDATION MEDICAL CENTER, at the agreed payment terms[,] shall pay to ASIAMED SUPPLIES & EQUIPMENT CORPORATION the amount due.[5]

These machines were delivered on May 20, 2003 and July 17, 2003.[6] A Sales Invoice[7] and two (2) Delivery Invoices[8] were signed by petitioner Anthony Dee (Anthony) and DHLFMC Vice President for Administration, Mr. Alejandro Mateo (Mateo).[9] These invoices provided:

Interest of 12% per annum is to be charged on all overdue accounts, and a sum equal to 25% of the amount due is further charged but in no case shall be less than P50.00 for attorney's fees and cost of collection in case of suit.[10]

On January 26, 2004, Asiamed filed a Complaint[11] against DHLFMC and Anthony (petitioners) for sum of money, with prayer for issuance of a writ of preliminary attachment, before the Regional Trial Court, docketed as Civil Case No. 04108948. Asiamed alleged that DHLFMC agreed to pay the total purchase price of P31,000,000.00 no later than two (2) days from receiving the machines. Despite receiving the machines on May 20, 2003 and July 17, 2003, DHLFMC only paid the amounts of P3,500,000.00 on July 25, 2003, P1,000,000.00 on September 16, 2003, and P800,000.00 on October 30, 2003.[12] Asiamed demanded payment, but DHLFMC refused to pay the balance.[13]

In their Answer, DHLFMC and Anthony alleged that the purchase of the equipment was conditioned on the approval of a loan from Planters Development Bank (Planters Bank). However, this loan was not approved.[14]

The Regional Trial Court issued a Writ of Preliminary Attachment[15] dated January 30, 2004, and the Brachytherapy equipment was pulled out by Sheriff Manuelito Vilorio (Sheriff Vilorio) on February 2, 2004. Sheriff Vilorio also placed other medical equipment on constructive levy. Petitioners filed a motion to discharge the writ of preliminary attachment, which the Regional Trial Court denied. The Regional Trial Court also denied petitioners' motion for reconsideration.[16]

After trial, the Regional Trial Court rendered a Decision dated June 18, 2008[17] finding that the parties had entered into a Contract of Sale and that the pieces of equipment subjects of the contract were received by petitioners, who failed to pay the balance of the contract:

With the foregoing, there is no dispute [that] the parties entered into the Contract of Sale (Exh. "A" & Exh. "1"). The two medical equipment, Brachytherapy machine and Blood irradiator were delivered to [petitioners] who received them in good condition. [Asiamed]'s engineers installed said machine[s] properly in [petitioner] hospital. As [petitioners] did not pay the balance of P25.7 million, their lawyer resorted to dilatory schemes, like raising the issues of excessive levy and oppressive manner of attachment. The self serving testimonies of Atty. Estaris and Dr. Reyes are irrelevant to this case. Besides, there was no excessive levy as there are only 3 items pulled out by Special Sheriff Mariano (Exh. "32"). The bulk of [petitioners'] medical items were by constructive levy only and were enforced by Sheriff Vilorio of Br. 7 (Exhs. "30" & "31"). The said items are still in the possession of [petitioner] hospital.[18]

The dispositive portion stated:

WHEREFORE, judgment is hereby rendered against [petitioners] who are ordered to pay, jointly and severally, [respondent]:

- a) the sum of P25.7 million representing the balance of the purchase price with interest thereon at 12% per annum from October 28, 2003 until fully paid;
- b) the sum of P2.5 million for attorney's fees; and
- c) the costs of suit.

[Petitioners'] counterclaim is denied for lack of merit.

SO ORDERED.[19]

Thus, petitioners appealed to the Court of Appeals.

The Court of Appeals denied the appeal in its Decision[20] dated August 30, 2012. As understood by the Court of Appeals, petitioners' main argument was that the Contract of Sale had been rescinded because a loan from Planters Bank was not approved. However, the Court of Appeals found that the text of the Contract of Sale did not support this contention. Further, even assuming that the Planters Bank loan approval was a condition for the

effectivity of the Contract of Sale, petitioners did not prove that Planters Bank did not approve the loan.[21] On petitioner Anthony's liability, the Court of Appeals held that petitioners were estopped from raising the separate juridical personality of DHLFMC as a defense for Anthony. This was in consideration of petitioners' denial of the allegation that DHLFMC "[was] an entity representing itself to be a corporation duly organized and existing," stating that they "never represented that [petitioner] DHLFMC [was] a corporate entity duly organized and existing." [22]

The Court of Appeals also granted respondent Asiamed's motion for substitution, allowing it to procure the appointment of an administrator for the estate of petitioner Anthony, who passed away during the pendency of the case:

Lastly, We note that [petitioner] Anthony Dee had already passed away, without Us being informed by his counsel of such fact, in violation of Rule 3, section 16 of the Rules of Court. Thus, the [respondent] filed a Motion for Substitution of [petitioner] Anthony D. Dee praying that it be allowed to procure the appointment of an administrator for the Estate of Anthony Dee in accordance with the provisions of the Rules of Court. Considering that [petitioner] Anthony Dee's counsel has not given Us the name and address of his legal representative or representatives, We, therefore, grant [respondent]'s aforesaid motion.[23] (Citation omitted)

The dispositive portion of this Decision read:

WHEREFORE, premises considered, the assailed Decision of the court a quo is hereby AFFIRMED.

Further, [respondent]'s Motion for Substitution of Defendant--Appellant Anthony D. Dee is GRANTED. [Respondent] is hereby ORDERED to procure the appointment of an administrator for the estate of the deceased within thirty (30) days from notice hereof.

SO ORDERED.[24]

Thus, on March 25, 2013, petitioners filed this present Petition assailing the Court of Appeals Decision and Resolution.[25] In the Resolution dated July 8, 2013, this Court denied the petition for failure of petitioners to show any reversible error in the assailed Decision and Resolution.[26]

On September 5, 2013, petitioners filed a Motion for Reconsideration.[27] In its Resolution dated November 13, 2013, this Court required respondent to comment on the Motion for Reconsideration.[28]

Respondent filed an Omnibus Opposition/Comment[29] on February 7, 2014. Petitioners filed their Reply on March 18, 2014.[30] In a Resolution dated June 11, 2014, this Court gave due course to this petition and required the parties to submit their respective memoranda.[31]

In their Memorandum,[32] petitioners insist that the Contract of Sale was rescinded[33] and that respondent conformed to this rescission.[34] The sale was conditioned on the loan application from Planters Bank, which was not approved.[35] By virtue of the rescission, the parties should have been restored to their respective positions before entering the Contract of Sale.[36]

Petitioners aver that petitioner Anthony should not have been held jointly and severally liable for the breach of contract, invoking the separate personality of a corporation.[37] They point out that no mention was made of petitioner Anthony's personal liability and that the officers of a corporation are generally not liable for the consequences of their acts done on behalf of the corporation.[38] Further, respondent did not prove that petitioner Anthony acted with bad faith or malice.[39]

Petitioners argue that the Court of Appeals and the Regional Trial Court erred in finding them liable for interest, penalty charges, and attorney's fees based on Delivery Invoice Nos. 2680 and 2683, which stipulated:

Interest of 12% per annum is to be charged on all overdue accounts, and a sum equal to 25% of the amount due is further charged but in no case shall be less than P50.00 for attorney's fees and cost of collection in case of [suit]. The herein listed below are shipped at the buyer's risk and cost of goods remain the property of ASIA MED SUPPLIES & EQUIPMENT CORP. until paid in full.[40]

Petitioners claim that these are in the nature of contracts of adhesion. The delivery invoices were unilaterally prepared by respondent, without petitioners' conformity.[41] These stipulations attempted to modify the Contract of Sale. However, petitioners insist that the delivery invoices cannot be deemed to have modified the Contract of Sale, considering that they lacked the informed consent of petitioner DHLFMC.[42] In any case, the penalty stipulated in the delivery invoices was unconscionably high and should be reduced.[43]

Petitioners point out that there was an attachment, which petitioner repeatedly demanded to be set aside. By virtue of this attachment, there were four (4) pieces of medical equipment, including the Brachytherapy subject of the Contract of Sale, that were placed in the custody of respondent, which had a total value of P37,420,983.25.[44] In relation to this, there was an attachment bond posted in the amount of P27,000,000.00 on behalf of respondent. The Regional Trial Court was informed on March 23, 2006 that the attachment bond expired. Despite this, the Regional Trial Court did not immediately set aside the attachment and only did so on August 22, 2007.[45] However, the pieces of medical equipment are still in the possession of respondent. Thus, petitioners insist that it is unfair to require petitioner DHLFMC to pay the amount of P25,700,000.00.[46] Petitioners claim that there was no basis for the attorney's fees awarded to respondent.[47] Finally, petitioners insist they are entitled to the grant of their counterclaims[48] as respondent initiated the case against petitioners prematurely as a form of harassment.[49] As for the appointment of an administrator for the estate of deceased petitioner Anthony, petitioners allege that it would be superfluous and dilatory, considering that his surviving spouse, Carmelita Dee, represents him.[50]

On the other hand, respondent argues in its Memorandum[51] that the Contract of Sale was not rescinded.[52] The disapproved loan from Planters Bank has no effect on the Contract of Sale, considering it was not even mentioned there.[53] Respondent insists that rescission was not proven during trial[54] and adds that the issues of the attachment are irrelevant to their claim for the collection of a sum of money.[55] It claims that petitioners were properly held liable for the amount of P25,700,000.00 considering that they only paid P5,300,000.00 out of the total P31,000,000.00 agreed upon in the Contract of Sale.[56] As for the 12% interest on all overdue accounts and the 25% attorney's fees, respondent maintains that petitioners agreed to these provisions when they signed the delivery invoices.[57] Petitioner Anthony was properly held jointly and severally liable together with petitioner DHLFMC because of his patent bad faith in not paying the amount stipulated in the Contract of Sale.[58] The circumstances in this case are among the instances when an officer may be held jointly and severally liable with the corporation sued.[59] Respondent points out that petitioner Anthony raised this issue for the first time on appeal.[60] Finally, it asserts that the petition was filed without valid substitution of parties under Rule 3, Section 16 of the Rules of Court.[61] The petition was signed by petitioner Anthony's purported widow. However, there was no showing that she was designated and qualified as the administrator of the estate of petitioner Anthony.

The issues for this Court's resolution are as follows:

First, whether or not the Contract of Sale was rescinded;

Second, whether or not petitioner Anthony Dee was properly held solidarity liable with petitioner Dee Hwa Liong Foundation Medical Center;

Third, whether or not the interest rate and attorney's fees stipulated in the delivery invoices are binding on the parties; and

Finally, whether or not the Court of Appeals erred in granting respondent Asiamed Supplies and Equipment Corporation's motion to procure the appointment of an administrator for the estate of deceased petitioner Anthony Dee.

This Court denies the petition.

I

Only questions of law are allowed in a petition for review under Rule 45 of the Rules of Court.[62] It is a general rule that factual findings of the Regional Trial Court are conclusive, especially when they have been affirmed by the Court of Appeals. The factual findings of the Court of Appeals bind this Court. Although jurisprudence has provided several exceptions to this rule, exceptions must be alleged, substantiated, and proved by the parties so this Court may evaluate and review the facts of the case.[63]

Here, the Court of Appeals made a tactual determination that the effectivity of the Contract of Sale did not depend on any alleged loan application from Planters Bank. It relied on the evidence presented, particularly the Contract of Sale, which did not mention any loan from Planters Bank.[64] Petitioners assail this determination, insisting that respondent was aware that the Contract of Sale was conditional. Petitioners cite the testimony during cross-examination of respondent's vice president for sales, Edward Dayao (Dayao), where he said that he "was told that there was supposed to be a P200 million Joan with Planters [Bank]."[65] Petitioners cite respondent's vice president for operation, Onofre Reyes (Reyes), who testified that Dayao directed him to modify the earlier agreement with petitioner Anthony, in light of the alleged disapproved loan:

A Before Mr. Dee went to the United States of America, there w[as a] series of talks between Mr. Dayao, between us and Mr. Dee. Mr. Dee, since he can no longer pay because of what happened to the bank that the loan was no longer approved, Mr. Dee wanted to return the machine. There was [a] series of talks that took place about the returning of the machine[,] sir.

Q And what was the reaction of Mr. Dayao to this?

A Mr. Dayao is amenable provided he will no longer return the initial payment made by Mr. Dee.

Q So what happened?

A He caused me to make a letter pertaining to that kind of transaction[,] sir.[66]

However, the above mentioned letter drafted by Reyes pertaining to the modification of the earlier agreement remained unsigned.[67] Nonetheless, petitioners refer to the draft as evidence that rescission was being undertaken and argue that respondent's demand for the balance of the obligation was consequently premature.[68]

Petitioners have failed to show how the Court of Appeals' factual determination based on the evidence presented is an error of law. Indeed, petitioners' argument that respondent was aware of the conditionality of the contract hinges on an appreciation of evidence. Petitioners have failed to allege, substantiate, or prove any exception to the general rule allowing only questions of law to be raised in a petition for review so that this Court may evaluate and review the evidence presented and the facts of the case.

II

On petitioner Anthony's liability, the Court of Appeals found that petitioners admitted that they never represented that petitioner DHLFMC is a corporate entity with separate personality from petitioner Anthony. Thus, they are estopped from raising its separate personality as a defense for petitioner Anthony:

It is important to remember, however, that [respondent]'s complaint alleged, among other things, that "[petitioner] DEE HWA LIONG FOUNDATION MEDICAL CENTER, is an entity representing itself to be a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines." In reply thereto, [petitioners] answered that "[petitioners] deny the allegations relating to the corporate circumstances of [petitioner] DHLFMC in paragraph no. 2 of the Complaint, ... the truth being that the [petitioners] never represented that [petitioner] DHLFMC is a corporate entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines[.]" From the foregoing, it cannot be denied that the [petitioners] are estopped from raising a corporation's separate juridical personality as a defense to shield [petitioner] Anthony Dee from any liability.[69] (Emphasis supplied, citations omitted)

Petitioners do not dispute that they specifically denied the allegation regarding petitioner DHLFMC's corporate circumstances. Petitioners fail to show how the Court of Appeals' appreciation of this specific denial is an error of law. Petitioners merely insist that petitioner Anthony was not shown to have acted in bad faith, and thus, cannot be held solidarily liable with petitioner DHLFMC.[70] However, petitioners do not point to anything on record to counter their own specific denial that would establish DHLFMC's existence as a corporation with separate juridical personality. Thus, this argument must fail.

III

Petitioners argue that respondent unilaterally imposed the interest and penalty charges.[71] However, they do not dispute that these charges were specifically provided for in the delivery invoices, which they signed. The Court of Appeals did not mention the stipulations on interest and penalty contained in the delivery invoices; thus, it can be gathered that they sustained the Regional Trial Court, which held:

The 12% interest and 25% attorney's fees in case of litigation are explicitly stated in the sales and delivery invoices. "Art. 1159. Obligations arising from contracts have the force of law between the contracting parties and should be complied with in good faith." (Civil Code of the Philippines). As there is no written agreement to rescind, [respondent] is not bound by [petitioners]' notice of rescission. "Art. 1308 - The contract must bind both contracting parties; the validity or compliance cannot be left to the will of one of them." (Ibid). All told, plaintiff has established a preponderance of evidence in its favor. Interest shall accrue from October 28, 2003 when formal demand was made while lawyer's fee will be toned down to about 10% of the amount due.[72]

Both the Regional Trial Court and the Court of Appeals found that the delivery invoices formed part of the Contract of Sale. Petitioners claim that the delivery invoice receipts signed by petitioner Anthony and Mateo could not modify or be considered part of the Contract of Sale.

A contract may be contained in several instruments with non-conflicting terms. In *BF Corp. v. Court of Appeals*,^[73]

A contract need not be contained in a single writing. It may be collected from several different writings which do not conflict with each other and which, when connected, show the parties, subject matter, terms and consideration, as in contracts entered into by correspondence. A contract may be encompassed in several instruments even though every instrument is not signed by the parties, since it is sufficient if the unsigned instruments are clearly identified or referred to and made part of the signed instrument or instruments. Similarly, a written agreement of which there are two copies, one signed by each of the parties, is binding on both to the same extent as though there had been only one copy of the agreement and both had signed it.[74] (Citations omitted)

Petitioners claim that the delivery invoice receipts are contracts of adhesion and that they were unwittingly signed, without informed consent.[75] However, it is not disputed that the delivery invoices provided for the interest and attorney's fees or that petitioner Anthony and Mateo signed these invoices.[76] Thus, the Regional

Trial Court and the Court of Appeals ruled that the parties mutually agreed to the interest and attorney's fees as a factual matter. Although petitioners allege that these invoices lacked petitioner DHLFMC's informed consent, there is no attempt to prove this. It is also not proven that the stipulations were somehow hidden or obscured such that DHLFMC could not have read them, making it impossible for DHLFMC to agree to the terms. In any case, it is a question of fact, which is not proper for review in a petition for review. Absent any other factual or legal basis, the mere allegation that the documents were signed without the informed consent of petitioner DHLFMC will not suffice to cause this Court to review these documents.

Petitioners claim that the circumstances of the attachment aggravate respondent's undue enrichment at petitioner DHLFMC's expense.[77]

However, the circumstances of the attachment do not affect the validity of the Contract of Sale. Petitioners provide no legal basis for reversing the assailed decision based on the manner in which the attachment was carried out.

IV

Finally, the Court of Appeals' order that respondent be allowed to procure an administrator for the estate of petitioner Anthony[78] was based on Rule 3, Section 16 of the Rules of Court, which provides:

Section 16. Death of party; duty of counsel. - Whenever a party to a pending action dies, and the claim is not thereby extinguished, it shall be the duty of his counsel to inform the court within thirty (30) days after such death of the fact thereof and to give the name and address of his legal representative or representatives. Failure of counsel to comply with this duty shall be a ground for disciplinary action.

The heirs of the deceased may be allowed to be substituted for the deceased, without requiring the appointment of an executor or administrator and the court may appoint a guardian ad litem for the minor heirs.

The court shall forthwith order said legal representative or representatives to appear and be substituted within a period of thirty (30) days from notice.

If no legal representative is named by the counsel for the deceased party, or if the one so named shall fail to appear within the specified period, the court may order the opposing party, within a specified time, to procure the appointment of an executor or administrator for the estate of the deceased and the latter shall immediately appear for and on behalf of the deceased. The court charges in procuring such appointment, if defrayed by the opposing party, may be recovered as costs.

Petitioners fail to show how the application of the Rules of Court was an error of law. The only basis for petitioners' objection to the order requiring the appointment of an administrator for the estate of petitioner Anthony is a liberal interpretation of the rules.[79] Thus, their argument fails.

WHEREFORE, the petition is DENIED. The Court of Appeals Decision dated August 30, 2012 and Resolution dated January 23, 2013 in CA-G.R. CV No. 91410 are AFFIRMED.

SO ORDERED.

Velasco, Jr., (Chairperson), Bersamin, Martires, and Gesmundo, JJ., concur.

November 29, 2017

NOTICE OF JUDGMENT

Sirs/Mesdames:

Please take notice that on August 23, 2017 a Decision, copy attached hereto, was rendered by the Supreme Court in the above-entitled case, the original of which was received by this office on November 29, 2017 at 2:20 p.m.

Very truly yours,

(SGD)

WILFREDO V. LAPITAN

Division Clerk of Court

[1] Rollo, pp. 11-35.

[2] Id. at 36-46, The Decision was penned by Associate Justice Agnes Reyes Carpio and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Priscilla J. Baltazar-Padilla of the Eighth Division, Court of Appeals, Manila.

[3] Id. at 7-8. The Resolution was penned by Associate Justice Agnes Reyes Carpio and concurred in by Associate Justices Rosalinda Asuncion-Vicente and Priscilla J. Baltazar-Padilla of the Eighth Division, Court of Appeals, Manila.

[4] RTC records, pp. 13-16.

[5] Id. at 14-15.

[6] CA Rollo, p. 29.

[7] RTC records, p. 29.

[8] Id. at 30 and 31.

[9] Rollo, p. 216.

[10] RTC records, pp. 30-31.

[11] Id. at 1.

[12] Id. at 3-5.

[13] Id. at 5.

[14] Id. at 155-156.

[15] Id. at 45-46.

[16] Rollo, pp. 152-153.

[17] Id. at 47-49.

[18] Id. at 48.

- [19] Id. at 49.
- [20] Id. at 36-46.
- [21] Id. at 40-41.
- [22] Id. at 43-44.
- [23] Id. at 44-45.
- [24] Id. at 45.
- [25] Id. at 11.
- [26] Id. at 70.
- [27] Id. at 71-82.
- [28] Id. at 83.
- [29] Id. at 90-128.
- [30] Id. at 140-149.
- [31] Id. at 150.
- [32] Id. at 151-184.
- [33] Id. at 162.
- [34] Id. at 164.
- [35] Id. at 163.
- [36] Id. at 165-166.
- [37] Id. at 166.
- [38] Id. at 167.
- [39] Id. at 168.
- [40] Id. at 169.
- [41] Id. at 170.
- [42] Id. at 171.
- [43] Id. at 172.
- [44] Id. at 173.
- [45] Id. at 172-173.
- [46] Id. at 173.
- [47] Id. at 173-175.
- [48] Id. at 175.
- [49] Id. at 179.

[50] Id. at 180.

[51] Id. at 186-223.

[52] Id. at 197.

[53] Id.

[54] Id. at 200.

[55] Id. at 206.

[56] Id. at 213.

[57] Id. at 214.

[58] Id. at 220.

[59] Id. at 219.

[60] Id. at 220.

[61] Id. at 222.

[62] RULES OF COURT, Rule 45, sec. 1.

[63] Pascal v. Burgos, G.R. No. 171722, January 11, 2016
<<http://sc.judiciary.gov.ph/pdf/web/viewer.html?file=/jurisprudence/2016/january2016/171722.pdf>> 12 [Per J. Leonen, Second Division].

[64] Rollo, p. 40.

[65] Id. at 162.

[66] Id. at 164-165.

[67] Id. at 165.

[68] Id.

[69] Id. at 43-44.

[70] Id. at 167-169.

[71] Id. at 171-172.

[72] Id. at 49.

[73] 351 Phil. 507 (1998) [Per J. Romero, Third Division].

[74] Id. at 523.

[75] Rollo, p. 171.

[76] Id. at 216-217.

[77] Id. at 172.

[78] Id. at 44-45.

[79] Id. at 180.

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