

**ANDRES SUMAOANG, PETITIONER, VS. HON. JUDGE, REGIONAL TRIAL COURT, BRANCH XXXI, GUIMBA, NUEVA ECIJA AND ATTY. JORGE A. PASCUA, RESPONDENTS.**

*G.R. No. 78173. October 26, 1992*

Ponente: FELICIANO, J.

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**FELICIANO, J.:**

In the Petition presently before us, Andres Sumaoang seeks to annul the Decision[1] dated 31 August 1982, rendered by the then Court of First Instance (“CFI”) of Nueva Ecija in Civil Case No. 697-G, which awarded to private respondent Atty. Jorge A. Pascua the sum of P110,000.00 as attorney’s fees.

On 15 July 1933, the late Sebastian Sumaoang filed with the Bureau of Lands a homestead application over Lot No. 3098 of the Cadastral Survey of Santiago, Isabela, covering an area of 21.3445 hectares. He then took possession of and cultivated the lot. Due to illness and the dangerous conditions then prevailing in Santiago, Isabela immediately after the second World War, he transferred his residence to his native town of Sta. Ignacia, Tarlac where he died on 22 August 1952.

Meanwhile, Florencio and Regino, both surnamed Domingo, applied for a homestead patent over Lot No. 3098 during Sebastian Sumaoang’s absence. On 11 May 1950, Florencio Domingo was granted a homestead patent (HP No. V-5218) over the land on the strength of which the Register of Deeds of Isabela issued Original Certificate of Title No. T-1201 to him.

To protect their interests over the homestead, petitioner and his brothers, Vitaliano and Pedro Sumaoang, engaged the services of private respondent Atty. Jorge A. Pascua, promising him, in a letter dated 17 December 1964[2] a contingent fee of “not less than one-half (1/2)” of the entire homestead, if recovered.

As counsel for the Sumaoangs, Atty. Pascua filed a formal protest with the Bureau of Lands contesting the legality of the issuance of Homestead Patent No. V-5218 to Florencio Domingo. On 7 February 1962, the Bureau of Lands rendered a decision[3] declaring Homestead Patent No. V-5218 inoperative and ordered that steps be taken towards the filing of a reversion case with the view to cancelling that homestead patent and its corresponding certificate of title, and disposing of the land to petitioner and his brothers -- as heirs of Sebastian Sumaoang -- should the facts so warrant.

Pursuant to the above decision of the Bureau of Lands, the Solicitor General filed, on behalf of the Republic of the Philippines, a reversion case against Florencio and Regino Domingo for the cancellation of Homestead Patent No. V-5218 and Original Certificate of Title No. T-1201 before the CFI of Isabela. In that case, Atty. Pascua filed, on behalf of petitioner and his brothers, a complaint-in-intervention claiming preferential rights to the land in favor of his clients.[4] After trial, the lower court rendered a decision[5] dated 17 February 1971 declaring the homestead patent, as well as the certificate of title, null and void and ordered the reversion of the land to the State subject to the rights of petitioner and his brothers. In its dispositive portion, the decision stated that:

“WHEREFORE, judgment is rendered:

(a) Declaring homestead patent No. V-5218 and the corresponding Original Certificate of Title No. T-1201 both in favor of the defendant Florencio Domingo and covering Lot No. 3098, Cad. 211, null and void and ordering the reversion of the said lot to the State subject to the rights of the intervenors as the facts may warrant;

(b) Ordering defendant Florencio Domingo to surrender to the defendant Register of Deeds his owner's duplicate of said torrens title or Original Certificate of Title No. T-1201 for cancellation and any other transfer certificates of title that might have been issued by the Register of Deeds emanating from Original Certificate of Title No. T-1201;

(c) Ordering the Register of Deeds of Isabela, upon his receipt of the owner's duplicate certificate of title to cancel homestead patent No. V-5218 and the original and duplicate of said Original Certificate of Title No. T-1201 in the name of Florencio Domingo and any other transfer certificates of title issued emanating from Original Certificate of Title No. T-1201;

(d) Ordering the defendant Florencio Domingo to pay to the intervenors the sum of 160  $\frac{2}{3}$  cavan of palsy or the value of P1,928.00 computed from P12.00 per cavan, per agricultural year since 1953 until this judgment becomes final.”

This decision was affirmed by both the Court of Appeals[6] and the Supreme Court.[7]

The decision became final and executory on 11 February 1973. In 1977, petitioner and his brothers took possession of Lot No. 3098 and subdivided it among themselves.

Not having received compensation for his professional services as counsel, Atty. Pascua filed sometime in 1979 a complaint for collection of attorney's fees against his former clients, petitioner and his brothers, before the CFI of Guimba, Nueva Ecija. The trial court stated in its judgment dated 31 August 1982 that Atty. Pascua was entitled only to “the equivalent of one-half of the property -- in its peso valuation” and somehow ordered petitioner and his brothers to pay attorney's fees in the amount of P110,000.00. The dispositive portion of this decision reads as follows:

“WHEREFORE, in view of all the foregoing, judgment is hereby rendered in favor of the plaintiff, Atty. Jorge A. Pascua, ordering the defendants Vitaliano, Andres, and Pedro all surnamed Sumaoang, to jointly and severally pay the sum of One Hundred Ten Thousand Pesos (P110,000.00) as attorney's fee; the sum of One Thousand Five Hundred Pesos (P1,500.00) as attorney's fee in the prosecution of the instant case, to pay the cost of the suit.”

The decision of 31 August 1982 of the CFI of Guimba became final and executory. On motion of Atty. Pascua, the trial court on 22 April 1983 ordered the issuance of a writ of execution. The corresponding writ of execution was issued by the Branch Clerk of Court on 25 January 1985.[8] The Deputy Provincial Sheriff then levied upon and sold at public auction the entire lot of 21.3445 hectares here involved to Atty. Pascua as the sole and hence the highest bidder, for and in consideration of P110,000.00 as partial payment of the judgment obligation.[9]

Petitioner brought the present Petition[10] asking for the nullification of the 31 August 1982 decision of the Guimba CFI, as well as the writ of execution, the notice of levy and auction sale and the certificate of sale issued in favor of Atty. Pascua. Petitioner's cause of action is anchored principally on the contention that the award of P110,000.00 as attorney's fees of Atty. Pascua was unconscionable. Petitioner argues that the Solicitor General, and not Atty. Pascua, had actively handled the reversion case and that Atty. Pascua's participation therein was limited to the filing of a complaint-in-intervention on behalf of his clients. In the complaint-in-intervention, Atty. Pascua asked for the same relief as that sought by the Solicitor General, although the former added the additional

prayer that his clients be accorded preferential rights over the land reverted to the public domain. Petitioner further contended that the contract for legal services between petitioner and his brothers on the one hand and Atty. Pascua on the other, provided only for attorney's fees of P5,000.00, as Atty. Pascua himself allegedly admitted in the complaint-in-intervention filed in the reversion case.

Upon the other hand, Atty. Pascua's principal contentions are that the award of attorney's fees by the Guimba CFI in its 31 August 1982 decision was not unconscionable and that that decision had already become final and executory.

The ordinary rule is that a judgment may be annulled only on certain defined grounds, lack of jurisdiction, fraud, or illegality.[11] In the case at bar, petitioner has not adduced any jurisdictional defects vitiating the judgment assailed; neither has petitioner shown that the judgment, as such, is in violation of a particular statute. Petitioner's allegation that there was improper venue would not suffice to nullify the decision already rendered and final.

From the view we take of this case, however, the circumstances that the Decision of the Guimba CFI of 31 August 1982 became final and executory and that the jurisdiction of the trial court to render that Decision has not been successfully assailed, are not decisive.

It is essential to note that the relationship between an attorney and his client is a fiduciary one. Canon 17 of the Code of Professional Responsibility stresses that "a lawyer owes fidelity to the cause of his client and he shall be mindful of the trust and confidence reposed in him." Canon 16 requires a lawyer to "hold in trust all monies and properties of his client that may come into his possession." [12]

A lawyer is not merely the defender of his client's cause and a trustee of his client in respect of the client's cause of action and assets; he is also, and first and foremost, an officer of the court and participates in the fundamental function of administering justice in society. It follows that a lawyer's compensation for professional services rendered are subject to the supervision of the court, not just to guarantee that the fees he charges and receives remain reasonable and commensurate with the services rendered, but also to maintain the dignity and integrity of the legal profession to which he belongs. Upon taking his attorney's oath as an officer of the court, a lawyer submits himself to the authority of the courts to regulate his right to charge professional fees.[13]

In the instant case, the Court considers that the fees which private respondent Atty. Pascua received from petitioner and his brothers became unreasonable and unconscionable in character, not because the original agreement between Atty. Pascua and his clients was itself unreasonable and unconscionable but rather as a result of the subsequent dispositions of the trial court.

The Decision of the trial court shows that respondent Judge upheld the reasonableness and the lawfulness of the contingent fee contract between Atty. Pascua and the Sumaoang brothers. Instead, however, of simply awarding Atty. Pascua a one-half (1/2) portion of the property involved, respondent Judge wound up awarding Atty. Pascua a peso amount. In other words, respondent Judge unilaterally and officiously converted the form or medium of compensation from a one-half (1/2) portion of the land recovered by petitioner and his brothers through the efforts of Atty. Pascua, into a peso amount representing, in the mind of the Judge, the value of that one-half (1/2) portion. In his decision, respondent Judge said, among other things:

"It is however noted by this Court that plaintiff should only be awarded the equivalent of one-half of the property as his lawful attorney's fee in its peso valuation. The land of the defendants commands a high price per hectare in Isabela because NIA had constructed an irrigation canal near it which supplies abundant water supply making it possible for defendants to harvest twice a year. Per hectare, the land owned by the defendants now commands P10,000.00 minimum as price" [14] (Underscoring supplied)

Most charitably viewed, respondent Judge was apparently laboring under the impression that the land involved had greatly appreciated in value during the years of litigation. Without requiring or obtaining any third party appraisal of the actual or fair market value of the 21.3445 hectares involved, respondent Judge fixed the sum of P110,000.00 as the “equivalent of 1/2 of the property --- in its peso valuation.” Thus, the respondent Judge in fact disregarded the contingent fee contract between attorney and client, after holding that contract lawful. Worse, the Judge turned out to be grossly uninformed about property valuations, especially the valuation of property sold at public sale in Guimba, Nueva Ecija, and his judgment allowed Atty. Pascua to acquire the entire parcel of land which had been the subject matter of the litigation and for the recovery of which, Atty Pascua had been retained by the Sumaoang brothers. In brief, Atty. Pascua was able to acquire all the 21.3445 hectares of land although the respondent court had intended to award him only one-half (1/2) “the [assumed] value of such land.”

In *Licudan v. Court of Appeals*,<sup>[15]</sup> this Court said:

“x x x There should never be an instance where a lawyer gets as attorney's fees the entire property involved in the litigation. It is unconscionable for the victor in litigation to lose everything he won to the fees of his own lawyer.

x x x x x x x x

In resolving the issue of reasonableness of the attorney's fees, we uphold the time-honoured legal maxim that a lawyer shall at all times uphold the integrity and dignity of the legal profession so that his basic ideal becomes one of rendering service and securing justice, not money--making. For the worst scenario that can ever happen to a client is to lose the litigated property to his lawyer in whom all trust and confidence were bestowed at the very inception of the legal controversy. x x x” (Underscoring supplied)

We believe and so hold that respondent Atty. Pascua, under the circumstances of this case, must be regarded as holding the title of the property acquired by him at public sale under an implied trust in favor of petitioner and his brothers, to the extent of one-half (1/2) of that property. Among the species of implied trusts recognized by our Civil Code is that set forth in Article 1456:

“If property is acquired through mistake or fraud, the person obtaining it is, by force of law, considered a trustee of an implied trust for the benefit of the person from whom the property comes.”

The “mistake” or “fraud” that results in an implied trust being impressed upon the property involved, may be the mistake or fraud of a third person, and need not be a mistake or fraud committed directly by the trustee himself under the implied trust.<sup>[16]</sup> Accordingly, in the instant case, an implied trust was established upon the land acquired by Atty. Pascua even though the operative mistake was a mistake of respondent trial judge. Respondent Judge may be seen to have intended to convey only one-half (1/2) of the land involved as attorney's fees to Atty. Pascua. Atty. Pascua, however, took advantage of the Judge's mistake in order to acquire all the 21.3445 hectares for himself. Atty. Pascua obviously knew that under his contract with his clients, he was entitled to ask only for one-half (1/2) of the land. When he purchased the entire land at public auction for P110,000.00 (leaving his clients still owing him P1,500.00), the amount and character of his attorney's fees became unreasonable and unconscionable and constituted unjust enrichment at the expense of his clients.

The conclusion we reach in this case rests not only on Article 1456 of the Civil Code but also on the principles of the general law of trusts which, through Article 1442 of the Civil Code, have been adopted or incorporated into our civil law, to the extent that such principles are not inconsistent with the Civil Code and other statutes and the Rules of Court.

In *Roa, Jr. v. Court of Appeals*,<sup>[17]</sup> where petitioner had retained property the beneficial ownership of which belonged to the private respondents, the Supreme Court affirmed the decision of the Court of Appeals directing

petitioner to convey title to that property to private respondents. The Supreme Court rested its decision on the principles of the general law of trusts which, the Court held, included the following general principles embedded in American law and jurisprudence:

“A constructive trust, otherwise known as a trust ex maleficio, a trust ex delicto, a trust de son tort, an involuntary trust, or an implied trust, is a trust by operation of law which arises contrary to intention and in invitum, against one who, by fraud, actual or constructive, by duress or abuse of confidence, by commission of wrong, or by any form of unconscionable conduct, artifice, concealment, or questionable means, or who in any way against equity and good conscience, either has obtained or holds the legal right to property which he ought not, in equity and good conscience, hold and enjoy. It is raised by equity to satisfy the demands of justice. However, a constructive trust does not arise on every moral wrong in acquiring or holding property or on every abuse of confidence in business or other affairs; ordinarily such a trust arises and will be declared only on wrongful acquisitions or retentions of property of which equity, in accordance with its fundamental principles and the traditional exercise of its jurisdiction or in accordance with statutory provision, takes cognizance. It has been broadly ruled that a breach of confidence, although in business or social relations, rendering an acquisition or retention of property by one person unconscionable against another, raises a constructive trust.

And specifically applicable to the case at bar is the doctrine that ‘A constructive trust is substantially an appropriate remedy against unjust enrichment. It is raised by equity in respect of property, which has been acquired by fraud, or where, although acquired originally without fraud, it is against equity that it should be retained by the person holding it.’

The above principle is not in conflict with the New Civil Code, Code of Commerce, Rules of Court and special laws. And since We are a court of law and of equity, the case at bar must be resolved on the general principles of law on constructive trust which basically rest on equitable considerations in order to satisfy the demands of justice, morality, conscience and fair dealing and thus protect the innocent against fraud. As the respondent court said: ‘It behooves upon the courts to shield fiduciary relations against every manner of chicanery or detestable design cloaked by legal technicalities.’”[18] (Citations omitted; underscoring partly supplied and partly in the original)

A constructive trust, in general usage in the United States,[19] is not based on an expressed intent that it shall exist, or even on an implied or presumed intent. A constructive trust is created by a court of equity as a means of affording relief.[20] Constructive trusts constitute a remedial device “through which preference of self is made subordinate to loyalty to others.”[21] In particular, fraud on the part of the person holding or detaining the property at stake is not essential in order that an implied trust may spring into being. In the words of Judge Cardozo, in *Beatty v. Guggenheim Exploration Co.*:[22]

“(w)hen property has been acquired in such circumstances that the holder of the legal title may not in good conscience retain the beneficial interest, equity converts him into a trustee.”

The consequences of an implied trust are, principally, that the implied trustee shall deliver the possession and reconvey title to the property to the beneficiary of the trust, and to pay to the latter the fruits and other net profit received from such property during the period of wrongful or unconscionable holding, and otherwise to adjust the equities between the trustee holding the legal title and the beneficiaries of the trust.[23]

Applying the provisions of Article 1456 of the Civil Code and the foregoing principles of the general law of trusts, we treat the present so-called “Petition for Annulment of the Decision of the CFI, etc.” as a “Petition for Reconveyance” and, accordingly, require private respondent Atty. Pascua to reconvey or cause the reconveyance of one-half (1/2) of the 21.3445 hectares of land here involved, plus one-half (1/2) of all profits (net of expenses and taxes) which Atty. Pascua may have derived from or in respect of such land during the time he has held the same, to petitioner and his brothers, Vitaliano and Pedro Sumaoang.

WHEREFORE, for all the foregoing, and treating the present Petition as a Petition for Reconveyance of Land, the Court hereby GRANTS the same. Private respondent Atty. Jorge A. Pascua is hereby ORDERED to reconvey or cause the reconveyance of one-half (1/2) of the land here involved, plus one-half (1/2) of the net profits derived from or in respect of such land during the time it has been held by private respondent Pascua, to petitioner and petitioner's brothers, Vitaliano and Pedro Sumaoang. No pronouncement as to costs.

**SO ORDERED.**

Nocon and Campos, Jr., JJ., concur.  
Narvasa, C.J., (Chairman), on official leave.  
Regalado, J., see concurring opinion.

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[1] Rollo, pp. 30-34.

[2] Record, pp. 57-58.

[3] Id., p. 180.

[4] Rollo, pp. 19-23; Annex "D" of Petition.

[5] Record, pp. 126-155.

[6] Rollo, p. 24, Annex "E" of Petition.

[7] G.R. No. L-35657, 19 January 1973.

[8] Rollo, p. 12; Annex "B" of Petition.

[9] Id., pp. 13-18.

[10] Id., pp. 3-11.

[11] *Montinola v. Gonzales*, 178 SCRA 677 (1989).

[12] *Daroy v. Legaspi*, 65 SCRA 304 (1975); *Imbuido v. Mangonon*, 4 SCRA 760 (1962); *Aya v. Bigornia*, 57 Phil. 8 (1932).

[13] *Ramos v. Bidin*, 161 SCRA 561 (1988); *Gorospe and Sebastian v. Gochangco*, 106 Phil. 425 (1959).

[14] Rollo, pp. 33-34.

**[15] 193 SCRA 293 (1991).**

[16] *Laureano v. Stevenson*, 45 Phil. 252 (1923); *Diaz, et al. v. Gorricho and Aguado*, 103 Phil. 261 (1958).

**[17] 123 SCRA 3 (1983).**

[18] 123 SCRA at 15-16.

[19] In *Miguel v. Court of Appeals*, 29 SCRA 760 (1969), our Supreme Court declared:

"Since the law of trust has been more frequently applied in England and in the United States than in Spain, we may draw freely upon American precedents in determining the effects of trusts, especially so because the trusts known to American and English equity jurisprudence are derived from the *fidei commissa* of the Roman Law and

are based entirely upon civil law principles. x x x."

[20] See, e.g., *International Refugee Organization v. Maryland Drydock Company*, 169 F. 2d 284 (1950); *Healy v. Commissioner of Internal Revenue*, 345 US 278 (1953); see, generally, G. Boggert, *Trusts* (6d), p. 287 (1987).

[21] *Meinhard v. Salmon*, 164 NE 545, 548 (1928) per Cardozo, J.

**[22] 122 N.E. 378 (1919).**

[23] *Dietz v. Dietz*, 70 N.W. 2d 281 (1955); *Waterbury v. Nicol*, 298 P 2d 211 (1956).

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**CONCURRING OPINION**

**REGALADO, J.:**

Aside from the remarkable craftsmanship in utilizing the equitable principles of the law on trusts to set aright a judicial aberration insulated by legal principles of adjective law, the ponencia felicitously underscores the ethical norms to be observed by lawyers and the continuing supervisory powers of the judiciary over their conduct in professional advocacy. With these, I am in full accord. I add this concurrence; however, to obviate any misapprehension that our judgment herein would permit invocations of equity to supplant the applicable precepts of law in the disposition of a case.

It appears quite obvious that in rendering the judgment of August 31, 1982 awarding private respondent "the equivalent of one-half of the property -- in its peso valuation" and, worse, in putting the supposed monetary value of P110,000.00 thereon, respondent judge committed a grievous error, we hope, by mere inadvertence or misjudgment. We find no plausible explanation, and none has been offered, why said public respondent disregarded the written agreement between petitioner and his brothers, as clients, and respondent attorney which categorically stipulated a contingent fee "of not less than one-half" of the homestead if their legal efforts should result in the recovery thereof. It is likewise undisputed that such mistake of respondent judge was the primal fault which was the basis of the seemingly legal proceedings that culminated in private respondent's acquisition of the entire property, ironically divesting petitioner and his siblings of what they had sought through all the vagaries of litigation to recover even if only in part for themselves.

The lamentable aspect of this legal charade is that the judgment in question became final and executory without the proper recourse having been availed of to set aside a clearly erroneous and unjust judgment. Hence, if we are to tread the conventional procedural path, the bar of *res judicata* has set in. It is conceded that the doctrine of *res judicata* is more than a mere rule of law, more even than an important principle of public policy, and it is not too much to say that it is a fundamental concept in the organization of every jural society.[1] It is said to be a rule founded on public policy and necessity which makes it to the interest of the state that there should be an end to litigation and that a party should not be vexed twice for the same cause.[2]

Yet, it is just as compelling a jural consideration, especially under the peculiar circumstances of the case at bar, that the principle of *res judicata* may be set aside in favor of substantial justice which is after all the avowed purpose of all law and jurisprudence.[3] It is revolting to the concept and ends of justice that the very laws formulated and adopted to achieve the same would be used or allowed, through ritualistic and technical application, to instead create an injustice. Thus, we have held that *res judicata* is to be disregarded if the

application would involve the sacrifice of justice to technicality.[4]

In the aforecited recent case of Teodoro, we drew on American and local jurisprudence to support the foregoing thesis, thus:

“In this respect, it has been declared that *res judicata*, as the embodiment of a public policy, must at times be weighed against competing interests, and must, on occasion, yield to other policies. The determination of the question is said to require a compromise, in each case of the two opposing policies, of the desirability of finality and the public interest in reaching the right result.”[5]

“Assuming in *gratia argumenti* that the prior judgment x x x could be considered as an adjudication on the merits, nonetheless, the principle of *res judicata* should be disregarded if its application would involve the sacrifice of justice to technicality. x x x The application of the said principles, under the particular facts obtaining, would amount to a denial of justice and/or bar to a vindication of a legitimate grievance. x x x” (Citations omitted).[6]

It is submitted that the foregoing pronouncements apply with cogency to the present case in light of the environmental features thereof. This is not to denigrate the doctrinal role of *res judicata* as a fundament of our judicial system. The foregoing disquisition goes with the caveat that tempering the pervasive effects of the doctrine of *res judicata* should only be done under the peculiar circumstances of the case where the higher interests of substantial justice so require.

I end with two further observations. The position we have adopted here further takes into account the fact that the remedy of annulment of a judgment, even if unfairly or erroneously arrived at as in this case, is unfortunately not provided for in our procedural rules. On the other hand, no prejudice shall be sustained by any of the parties here since our adjudication is strictly in accordance with their aforestated agreement. Private respondent unqualifiedly agreed to one-half of the property as his contingent fee. That is exactly what he is getting under the judgment herein.

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[1] Legarda, et al. vs. Savellano, et al., 158 SCRA 194 (1988).

[2] Yusingco, et al. vs. Ong Hing Lian, et al., 42 SCRA 589 (1971).

[3] Teodoro, et al. vs. Carague, etc., et al., 206 SCRA 429 (1992).

[4] Republic vs. De los Angeles, 159 SCRA 264 (1988).

[5] 46 Am. Jur. 2d, Judgments, 569-570.

[6] Suarez vs. Court of Appeals, et al., 193 SCRA 183 (1991).

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