

**THE INTERNATIONAL CORPORATE BANK, INC., PETITIONER, VS.
THE HONORABLE COURT OF APPEALS AND EMERITO B. RAMOS, JR.,
RESPONDENTS.***G.R. No. 94461. September 30, 1992*

Ponente: MELO, J.

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The petition before Us docketed as G.R. No. 94676 was filed by a consortium of banks. It was ordered consolidated with the petition submitted by the International Corporate Bank, Inc. in G.R. No. 94461 (p. 69, Rollo in G.R. No. 94676) inasmuch as both petitions assail the identical decision of respondent Court of Appeals in CA-G.R. No. 20480 (Lombos-de la Fuente, Lapeña, Jr., and Victor [P], JJ.), rendered on July 20, 1990, affirming the judgment of the court of origin in its entirety (pp. 54-64, Rollo in G.R. No. 94461; pp. 40-52, Rollo in G.R. No. 94676).

Herein petitioners advance the legal proposition that they cannot be held accountable for the pecuniary sums sought to be recovered by herein private respondent since responsibility therefor cannot be inferred from the Memorandum of Agreement signed on April 28, 1970 (p. 5, Brief for Interbank; p. 90, Rollo in G.R. No. 94461) and the compromise agreement executed between Emerito B. Ramos, Jr. and the consortium on June 10, 1970 (p. 40, Rollo in G.R. No. 94461).

How the legal squabble over the proper interpretation of the abovementioned covenants materialized is tersely described by respondent court, and in view of herein petitioners' frank representation that no factual issue is involved (p. 1, Petition; p. 107, Rollo in G.R. No. 94676), We hereby adopt the findings thereon of the appellate court:

"This is an appeal from the decision dated October 28, 1988 of the Regional Trial Court, Branch 85, Quezon City in Civil Case No. Q-50933, entitled 'Emerito B. Ramos, Jr., plaintiff versus Visayan Integrated Steel Corporation, Far East Bank & Trust Company, Philippine Commercial International Bank, Prudential Bank & Trust Company, City Trust Banking Corporation, United Coconut Planters Bank, Associated Bank, Insular Bank of Asia & America, International Corporate Bank, Commercial Bank of Manila, Bank of the Philippine Islands, Equitable Banking Corporation, defendants', for sum of money.

As gleaned from the records, the factual antecedents of this case are as follows:

Sometime in 1959, a steel processing plant was established by the Concon family in the town of Cortes, Bohol under the corporate name Southern Industrial Projects, Inc. (SIP for brevity). Initially, SIP was successful in its venture and to expand and integrate further its steel operations, SIP organized another company, Southern Rolling Mills, Inc., renamed Visayan Integrated Steel Corporation or VISCO.

Financial support by way of loans, financing of imports and other receivables were extended by the eleven (11) creditor banking institutions, named as defendants herein. As security for the repayment of the obligations, VISCO and SIP mortgaged their machineries, plant and equipment in Cortes, Bohol to the

defendant banks.

Somehow VISCO and SIP defaulted in the payment of their loans to the banks and credit was eventually cut-off. VISCO and SIP floundered and eventually had to close up.

Emerito B. Ramos, Jr., the plain-tiff herein, came in. He was allowed by the former stockholders to manage the business of VISCO. Still, he was not able to lift VISCO off the ground.

It was at this point in time that the creditor banks, the defendants herein, banded themselves into a creditor's consortium to ensure that bank credits are preserved and the collaterals remained intact. The consortium of banks took over management of VISCO through a board of trustees.

On May 27, 1970, VISCO and the board of trustees of the consortium banks executed a Voting Trust Agreement, Exhibit 'A' for the purpose of:

'Whereas, the undersigned stockholder believes that it is essential for the success of VISCO and for the best interest of all the stockholders thereof that VISCO shall be managed and directed during the next five (5) years under a definite policy in order to properly develop further the rights, property, business and earning capacity of VISCO and that a safe and prudent management and control of VISCO in the mutual interest of VISCO (SIP) and all other stockholders may be held and maintained.'

Consortium's board of trustees was then prepared to take over the management of the business and affairs of VISCO. But plaintiff Emerito B. Ramos, Jr., who was then managing VISCO and in possession of its assets refused to relinquish the control and management of VISCO to the Consortium unless he recovers the cash advances he made for VISCO during the time he was managing its affairs.

Arrangements were made for the satisfaction of the plaintiff's advances and a Memorandum of Agreement, Exhibit '1' was executed between the plaintiff and Consortium, the pertinent portions of which read:

'1. The BOARD shall cause the reorganized VISCO to recognize the total advances made by RAMOS as they shall be determined and verified by Sycip, Gorres, Velayo & Co. VISCO shall be deemed to be reorgan-ized once the BOARD has effect-ive control of VISCO and has obtained physical possession of the company's assets.

'2. RAMOS agrees to receive non-interest bearing notes to cover the total of the verified advances made, and RAMOS shall have no further claims against VISCO not covered by these notes.

'3. The BOARD shall cause the reorganized VISCO to issue the non-interest bearing notes to RAMOS with maturities, or due dates, on the same payment basis as the claims of the banks against VISCO.

'4. The BOARD will cause the reorganized VISCO to issue the notes to RAMOS upon the signing by the BOARD and the Japanese group of the memo-agreement covering the latter's participation in the rehabilitation of VISCO.

'5. It is expressly under-stood that if the agreements called for in paragraph 4 above is not reached at all, RAMOS and the BOARD will be restored to their original rights and standing without unnecessary delay.

'6. The BOARD shall cause its members banks to discount the notes issued by the reor-ganized VISCO to RAMOS up to the extent of one-third (1/3) of the total verified claim under terms and conditions acceptable to the parties concerned.'

However, in the implementation of the Memorandum of Agreement, controversy arose between plaintiff and consortium on the discounting of the promissory notes mentioned in paragraph 6 of the said agreement. This controversy was solved with the execution of the Compromise Agreement, Exhibit 'B', whereby the parties agreed that -

‘a. Upon signing of this agreement, the BOARD will cause the reorganized VISCO to issue to RAMOS non-interest bearing promissory notes with the sum of FIVE HUNDRED THOUSAND PESOS (P500,000.00), and will cause its member banks to discount two-thirds (2/3) of the said notes thirty (30) days after signing of this agreement, and the remaining one-third (1/3) to be discounted upon signing of the agreement between the reorganized VISCO and a Japanese group covering the rehabilitation of the company. The notes will be issued as follows:

‘(1) P150,000, due December 31, 1971 to be discounted 30 days after.

‘(2) P150,000, due December 31, 1972, to be discounted 30 days after.

‘(3) P50,000, due December 31, 1973, to be discounted 30 days after.

‘(4) P100,000, due December 31, 1973, to be discounted upon signing with Japanese.

‘(5) P50,000, due December 31, 1974, to be discounted upon signing with Japanese.

‘It is understood that notes to cover the balance of the RAMOS account will be issued only after the final report of SGV is received by VISCO.’

Plaintiff complied with his obligations under the Compromise Agreement. Consortium enabled plaintiff to negotiate (sic) these promissory notes (Exhibits “C”, “C-1” and “C-2”) in the total sum of P350,000.00. However, the two other promissory notes, Exhibits “C-3” and “C-4” were not discounted because instead of rehabilitating VISCO in joint venture with a Japanese group, as provided in the Compromise Agreement, Consortium foreclosed the mortgage on September 23, 1980 and acquired VISCO’s assets as the highest bidder. Eventually, Consortium sold the assets to National Steel Corporation on June 27, 1985.

Hence, on June 5, 1987, plaintiff filed a complaint, which was later amended, against the Consortium banks for recovery of the amount of P1,495,292.70 as the remaining balance of plaintiff’s advances made to VISCO, plus compensatory, moral, nominal and exemplary damages, including attorney’s fees.

Defendants VISCO and Insular Bank of Asia and America (IBAA) were declared in default for failure to file their answer. However, defendant Philippine Commercial and International Bank (PCIB) manifested that it has absorbed IBAA.

The other defendant-banks set up almost identical or similar affirmative defenses in their answer, to wit:

‘1) that plaintiff has no cause of action;

‘2) that the cause of action, if any, is barred by prescription or laches;

‘3) that plaintiff’s claims are enforceable against VISCO;

‘4) that plaintiff’s advances are, ordinarily unsecured claims inferior to the secured claims of defendant banks;

‘5) that under the compromise agreement, if no agreement for the rehabilitation of VISCO is reached with the Japanese investors, plaintiff and defendant banks are to be restored to their original rights.

After trial, decision was rendered on October 28, 1988 by the court a quo, the dispositive portion of which reads, thus:

‘WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff and against the consortium defendant banks, ordering the latter to pay the former, jointly and severally, as follows:

‘1. The sum of P1,151,071.97, with interest thereon per annum at the legal rate computed from June 27, 1985 until fully paid; and

‘2. The sum of P100,000.00, as and by way of attorney’s fees, plus costs.

‘SO ORDERED.’

In assailing the lower court’s de-cision in this appeal, defendants Philippine Commercial International Bank (PCIB), Far East Bank & Trust Company (FEBTC), Prudential Bank, Bank of the Philippine Islands (BPI), City Trust Banking Corporation, Equitable Banking Corporation & Commercial Bank of Manila (now Boston Bank of the Philippines) raised the following assignment of errors:

I

THE LOWER COURT ERRED IN FINDING THAT THE OBLIGATION TO PAY ADVANCES OF PLAINTIFF WHILE ORIGINALLY BELONGING TO VISCO WAS ASSUMED BY THE CONSORTIUM OF CREDITOR BANKS.

II

THE LOWER COURT ERRED IN FINDING THAT THERE WAS CONSTRUCTIVE FULFILLMENT OF CONDITION.

III

THE LOWER COURT ERRED IN HOLDING THAT THE OBLIGATION OF THE CONSORTIUM OF BANKS IS SOLIDARY.

Defendant International Corporate Bank, Inc. also appealed, ascribing to the lower court the following errors:

I

THE LOWER COURT ERRED IN HOLDING THAT THE OBLIGATION EVIDENCED BY THE PROMISSORY NOTES WAS ASSUMED BY DEFENDANT BANKS.

II

THE LOWER COURT ERRED IN HOLDING THAT THE OBLIGATION EVIDENCED BY THE PROMISSORY NOTES IS THE JOINT AND SOLIDARY LIABILITY OF VISCO AND DEFENDANT BANK.

III

THE LOWER COURT ERRED IN CONCLUDING THAT PAYMENT OF THE TWO (2) PROMISSORY NOTES (EXHIBITS “C-3” AND “C-4”) AND THE BALANCE OF P1,007,071.97 WAS MADE DEPENDENT UPON THE SIGNING OF AN AGREEMENT WITH A JAPANESE GROUP.

IV

THE LOWER COURT ERRED IN NOT FINDING THAT PLAINTIFF’S ACTION WAS ALREADY BARRED BY PRESCRIPTION.

V

THE LOWER COURT ERRED IN NOT HOLDING THAT PLAINTIFF IS GUILTY OF LACHES.

Plaintiff likewise challenged the lower court's decision in denying plain-tiff's claim for actual damages in the amount of P3,475,346.61.

The assigned errors raised by the defendants may be summed up in the sole and threshold issue as to whether or not the defendant banks are liable to plain-tiff, as aptly stated by the court a quo." (p. 6 Decision in CA-G.R. CV No. 20480; p. 57, Rollo in G.R. No. 94461.)

In affirming the judgment of the court of origin, it was respondent court's perception that herein petitioners should not be permitted to shift the burden of paying the amounts demanded by private respondent from its shoulders to the Visayan Integrated Steel Corporation (VISCO), considering that Emerito B. Ramos, Jr. relinquished possession and control of VISCO in exchange for the assurance of the consortium, through its Board of Trustees which signed the compromise agreement, that it will take care of VISCO's obligation to private respondent Ramos. Moreover, respondent court brushed aside herein petitioners' attempt to negate the rest of the conditions imposed under the covenant, reasoning that petitioners have no adequate basis to discontinue paying the sum of P150,000.00 covering the remaining two promissory notes, including the balance of P1,157,071.97 as ascertained by Sycip, Gorres, Velayo and Co. because the consortium paid private respondent the three promissory notes in the aggregate amount of P350,000.00. Estoppel was thus applied by respondent court to seal petitioners' lips of protest along this line. Furthermore, the fact that the Japanese Group did not participate in the joint venture towards rehabilitation of VISCO was not considered by respondent court as a legal justification for petitioners' refusal to pay the balance because the consortium itself rendered impossible the fulfillment of such condition when it foreclosed on VISCO's property on September 23, 1980, acquired its assets, and sold them on June 27, 1985, in favor of National Steel Corporation without notice to private respondent and more importantly, in lieu of the consortium's plan of rehabilitating VISCO together with the Japanese Group.

Anent the aspect of prescription and the question of whether petitioners' liability is joint or solidary, we have the following disquisition from Justice Victor:

"Has prescription or laches barred plaintiff from pursuing his claim?

We do not think so. Plaintiff was not duly informed that there was failure of the Japanese Group to participate in the rehabilitation of the VISCO. Also, appellants foreclosed their mortgages without notice to plaintiff. Neither was plaintiff informed of the sale of VISCO's assets to the National Steel Corporation for P18,000,000.00 (TSN, p. 13, February 23, 1988). The sale was made on June 27, 1985. Thus, the right to recover from appellants on the balance unpaid under the compromise agreement accrued on June 27, 1985 when the payment of P1,157,071.97 became due and demandable from appellants who by their unilateral act repudiated the agreement. Prescription therefore must be reckoned from the time of repudiation to terminate the agreement which, in this case, became absolute when appellants sold VISCO's assets to National Steel Corporation on June 27, 1985. And since the complaint in this case was filed on June 5, 1987 neither prescription nor laches bar the prosecution of plaintiff's claim.

We are not impressed by appellants' asseveration that their obligation is not solidary. By the nature of the compromise agreement, appellants, through a board of trustee, assumed jointly and severally the obligation of VISCO in favor of plaintiff. The appellants' board of trustees represents the interest of the consortium banks as a whole and not distinct and separate from each other, but an extension of the personality of all the banks in the consortium. We agree with the lower court's ruling in this wise:

'The obligation is solid-ary or in the concept of 'one for all, all for one', because of its nature and the wording of

the Compromise Agreement (Article 1207, New Civil Code of the Phil.). Defendant banks formed a group, known as the Consortium of VISCO, and acting as one, entered into the agree-ment and assumed the obligation to pay, for VISCO, as a Consor-tium. The ‘Board of Trustees’, which executed the Compromise Agreement, bound its member banks as a group, not indivi-dually or separately.’

Besides, the payment of P350,000.00 to plaintiff, as adverted to herein, was made by appellants not as individual banks but in solidum, as a consortium.” (pp. 62-63, Rollo in G.R. No. 94461)

Hence, this petition which ascribes five errors supposedly committed below, in that:

I

RESPONDENT COURT OF APPEALS ERRONEOUSLY HELD THAT PETITIONERS THROUGH THEIR BOARD OF TRUSTEES, AGREED TO ISSUE TO PRIVATE RESPONDENTS PROMISSORY NOTES VALUED AT P500,000.00 TO BE DISCOUNTED ON DUE DATES;

II

THE THREE (3) BASIC DOCUMENTS RELIED UPON BY THE PRIVATE RESPONDENT TO SUPPORT HIS CLAIM AGAINST THE PETITIONERS -- VOTING TRUST AGREEMENT (EXHIBIT “A”) MEMORANDUM OF AGREEMENT (EXHIBIT “1”, INTERBANK) AND COMPROMISE AGREEMENT (EXHIBIT “B”) NEVER PROVIDED FOR THE ASSUMPTION BY PETITIONERS OF THE OBLIGATION OF VISCO TO THE PRIVATE RESPONDENT TO PAY THE LATTER P1,157,071.97.

III

RESPONDENT COURT OF APPEALS ERRONEOUSLY INTERPRETED A “COMMITMENT TO DISCOUNT PROMISSORY NOTE” AS ASSUMPTION OF LIABILITY.

IV

THE FINDINGS OF THE TRIAL COURT -? SANCTIONED BY THE RESPONDENT COURT OF APPEALS -- THAT THERE WAS CONSTRUCTIVE FULFILLMENT OF THE RESOLUTORY CONDITION DOES NOT CURE THE FATAL INFIRMITY OF THE DECISION SOUGHT TO BE REVIEWED HEREIN.

V

THE TRIAL COURT AND RESPONDENT COURT OF APPEALS DEPARTED FROM THE ORDINARY COURSE OF JUDICIAL PROCEEDING WHEN THEY FAILED TO UPHOLD THE DEFENSE OF PETI-TIONERS THAT THE CAUSE OF ACTION OF PRI-VATE RESPONDENT, IF ANY HAS PRESCRIBED.

With respect to the first, second, and third assigned errors, petitioners point to the promissory notes to buttress their contention that it was VISCO, not the consortium, which issued the undertaking to pay the face value thereof, thereby suggesting that petitioners should not be ordered to pay the remaining balance demanded by private respondent. At first blush, it would appear that VISCO is directly responsible to private respondent for the amounts specified in the promissory notes, judging from a mere reading thereof (p. 119, Rollo in G.R. No. 94676). However, a close scrutiny of the other documents from which these “notes” were derived would indicate that the Board of Trustees of the consortium, referred to in the compromise agreement as the board of the reorganized VISCO, is supposed to absorb all the obligations of VISCO to private respondent. Certainly,

paragraphs 3 and 4 of the Compromise Agreement attest to petitioners' liability:

"3. Together with the delivery of the corporate records and the assets of the corporation the reorganized VISCO shall be deemed to have taken over supervision and control of the present staff of VISCO.

4. It is hereby further understood and agreed that the total liability of the reorganized VISCO to RAMOS, which shall be deemed included to be as verified and determined by the Sycip, Gorres, Velayo and Co., shall include all cash payments made by RAMOS for VISCO up to the filing of this agreement, free of any interest charge."

(pp. 41-42, Rollo in G.R. No. 94461.)

because it would be absurd to suppose that the reorganized VISCO is controlled by some corporate entity other than the banks represented by the Board of Trustees of the consortium. Withal, it is clear from the "WHEREAS" clause which reads:

". . . while according to the BOARD the discounting of said P500,000 of said promissory notes would only be allowed by them after the creditors consortium had reorganized the VISCO by electing a new board and taken physical delivery of the records and assets of the corporation and finally after signing of the agreement with a Japanese firm covering the rehabilitation of VISCO;"

(p. 40, Rollo in G.R. No. 94461; under-scoring supplied.)

that indeed, the Board of Trustees took the cudgels for VISCO vis-a-vis the moribund company's liability to private respondent albeit it was made to appear that it was VISCO which was indebted under the promissory notes. Surely, private respondent cannot be expected to get his cash advances from VISCO considering its insolvent condition. Moreover, if We are to pursue the theory of petitioners, they will be unjustly enriching themselves at the expense of private respondent (Article 2142, Civil Code) who was anticipating restitution of his cash advances in exchange for relinquishing control over the assets of the company in favor of the Board of Trustees, especially so when private respondent could no longer backtrack and obliterate his signature on the covenant due to the caveat under paragraph 2(b) thereof:

"that the notes will be discounted at 14%, on an annual basis, and without recourse to RAMOS, considering that the turnover of the physical control of the assets and records of VISCO from RAMOS to the BOARD will be final and irrevocable once made upon signing of this agreement."

(p. 41, Rollo in G.R. No. 94461; Under-scoring supplied.)

In addition, petitioners acknowledged that the three promissory notes were discounted as agreed upon (p. 9, Brief for Interbank; p. 90, Rollo in G.R. No. 94461). This admission in *judicio* is enough to enjoin petitioners from reneging on the payment of the remaining accountabilities in favor of private respondent (Article 1431, New Civil Code; Section 4, Rule 129; Section 2(a), Rule 131, Revised Rules on Evidence; *Laurel v. Civil Service Commission*, 203 SCRA 195; 203; 204; *Magellan Manufacturing Marketing Corporation v. Court of Appeals*, 201 SCRA 102; 110) because it is a self-negating representation against petitioners' assertion that it should not continue to pay on the pretext that VISCO must answer therefor or that its tie-up with the Japanese Group did not push through. The scenario herein is akin to the factual milieu in *Ramos vs. Central Bank* (41 SCRA 565; 587-588; cited in *Central Bank vs. Court of Appeals*, 106 SCRA 143; 155) where the Central Bank committed itself to the continued operation and rehabilitation of the Overseas Bank of Manila, and later on reneged on that promise. This Court therein ruled:

"Even in the absence of contract, the record plainly shows that the CB made express representations to petitioners herein that it would support the OBM, and avoid its liquidation if the petitioners would execute (a)

the Voting Trust Agreement turning over the management of OBM to the CB or its nominees, and (b) mortgage or assign their properties to the Central Bank to cover the overdraft balance of OBM. The petitioners having complied with these conditions and parted with value to the profit of the CB (which thus acquired additional security for its own advances), the CB may not now renege on its representations and liquidate the OBM, to the detriment of its stockholders, depositors and other creditors, under the rule of promissory estoppel (19 Am. Jur., pages 657-658; 28 Am. Jur. 2d, 656-657; Ed. Note, 115 ALR, 157).”

On the question of whether there was constructive fulfillment of the condition under paragraph 2(a) of the compromise agreement, petitioners demur to the findings of the appellate court and the trial court on this score, contending that the signing of the joint venture for rehabilitation of VISCO between the Board and the Japanese Group was to be done in 1970 or anterior to the date of foreclosure in 1980. Hence, petitioners entertain the notion that a paradigm in anachronism was seriously committed below, and that the posterior foreclosure has no legal bearing to the expected execution in 1970 of an agreement for a tie-up between the Board and the Japanese Group. Yet, we are not prepared to absorb a last ditch effort in this regard since, according to respondent court, petitioners nonchalantly did not bother to establish on record the alleged refusal of the Japanese Group to Participate in VISCO’s rehabilitation, as no testimonial evidence was adduced in this connection by all of the petitioners herein (p. 10, Decision; p. 61, Rollo in G.R. No. 94461). Thus, petitioners should not now be allowed to rectify a crucial lapse by building blocks for defense against private respondent’s assertive stance, which should have been conceptualized earlier prior to rendition of the adverse judgment in the court of origin. Withal, petitioners’ belated, nay, cold assertion for exculpation, is not the requisite quantum of evidence that will merit serious consideration of this Court. Furthermore, it may be recalled that what the Board of Trustees had in mind then was to rehabilitate VISCO from its financial quagmire, but instead of discharging its noble task, it foreclosed on the assets of VISCO which were then sold in 1985 to the National Steel Corporation. These incidents, over which petitioners are mute, are well within the ambit of Article 1186 of the New Civil Code that:

“The condition shall be deemed fulfilled when the obligor voluntarily prevents its fulfillment.”

The lesson derived from the foregoing provision of law is that petitioners should not be allowed to profit from their own fault to the prejudice of herein private respondent.

Petitioners continue to advance the proposition that private respondent’s cause of action has prescribed. But petitioners must concede that private respondent’s cause of action arose only when that which should not have been done was performed or that which should have been done was not accomplished (*Bruner vs. Martin*, 76 Kan. 862, 93 Pac. 165). This principle draws a striking parallelism to the situation that obtained in the case at bar where petitioners, instead of pursuing the envisioned rehabilitation of VISCO, foreclosed on the corporate assets of VISCO and then sold these valuable assets to National Steel Corporation. Under these circumstances, We fully subscribe to the idea expressed below that prescription, as a mode of extinguishing an obligation, must be reckoned only from the moment petitioners repudiated the bilateral agreement when it sold the assets in 1985. Obviously, the action initiated by private respondent in 1987, or two years after the sale, is not time-barred.

WHEREFORE, the consolidated petitions (G.R. No. 94461 and 94676) are hereby **DISMISSED**, with costs against petitioners.

SO ORDERED.

Bidin, Davide, Jr., and Romero, JJ., concur.
Gutierrez, Jr., J., (Chairman), on leave.

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