

## FIRST DIVISION

[ G.R. No. 123892, May 21, 2001 ]

**JASMIN SOLER, PETITIONER, VS. COURT OF APPEALS,  
COMMERCIAL BANK OF MANILA, AND NIDA LOPEZ,  
RESPONDENTS.**

### D E C I S I O N

**PARDO, J.:**

Appeal *via certiorari* from a decision of the Court of Appeals,<sup>[1]</sup> declaring that there was no perfected contract between petitioner Jazmin Soler and The Commercial Bank of Manila (COMBANK FOR BREVITY, formerly Boston Bank of the Philippines) for the renovation of its Ermita Branch, thereby denying her claim for payment of professional fees for services rendered.

The antecedent facts are as follows:

Petitioner Jazmin Soler is a Fine Arts graduate of the University of Sto. Tomas, Manila. She is a well known licensed professional interior designer. In November 1986, her friend Rosario Pardo asked her to talk to Nida Lopez, who was manager of the COMBANK Ermita Branch for they were planning to renovate the branch offices.<sup>[2]</sup>

Even prior to November 1986, petitioner and Nida Lopez knew each other because of Rosario Pardo, the latter's sister. During their meeting, petitioner was hesitant to accept the job because of her many out of town commitments, and also considering that Ms. Lopez was asking that the designs be submitted by December 1986, which was such a short notice. Ms. Lopez insisted, however, because she really wanted petitioner to do the design for renovation. Petitioner acceded to the request. Ms. Lopez assured her that she would be compensated for her services. Petitioner even told Ms. Lopez that her professional fee was ten thousand pesos (P10,000.00), to which Ms. Lopez acceded.<sup>[3]</sup>

During the November 1986 meeting between petitioner and Ms. Lopez, there were discussions as to what was to be renovated, which included a provision for a conference room, a change in the carpeting and wall paper, provisions for bookshelves, a clerical area in the second floor, dressing up the kitchen, change of the ceiling and renovation of the tellers booth. Ms. Lopez again assured petitioner that the bank would pay her fees.<sup>[4]</sup>

After a few days, petitioner requested for the blueprint of the building so that the proper design, plans and specifications could be given to Ms. Lopez in time for the board meeting in December 1986. Petitioner then asked her draftsman Jackie Barcelon to go to the jobsite to make the proper measurements using the blue print. Petitioner also did her research on the designs and individual drawings of

what the bank wanted. Petitioner hired Engineer Ortanez to make the electrical layout, architects Frison Cruz and De Mesa to do the drafting. For the services rendered by these individuals, petitioner paid the engineer P4,000.00, architects Cruz and de Mesa P5,000.00 and architect Barcelon P6,000.00. Petitioner also contacted the suppliers of the wallpaper and the sash makers for their quotation. So come December 1986, the lay out and the design were submitted to Ms. Lopez. She even told petitioner that she liked the designs.<sup>[5]</sup>

Subsequently, petitioner repeatedly demanded payment for her services but Ms. Lopez just ignored the demands. In February 1987, by chance petitioner and Ms. Lopez saw each other in a concert at the Cultural Center of the Philippines. Petitioner inquired about the payment for her services, Ms. Lopez curtly replied that she was not entitled to it because her designs did not conform to the bank's policy of having a standard design, and that there was no agreement between her and the bank.<sup>[6]</sup>

To settle the controversy, petitioner referred the matter to her lawyers, who wrote Ms. Lopez on May 20, 1987, demanding payment for her professional fees in the amount of P10,000.00 which Ms. Lopez ignored. Hence, on June 18, 1987, the lawyers wrote Ms. Lopez once again demanding the return of the blueprint copies petitioner submitted which Ms. Lopez refused to return.<sup>[7]</sup>

On October 13, 1987, petitioner filed at the Regional Trial Court of Pasig, Branch 153 a complaint against COMBANK and Ms. Lopez for collection of professional fees and damages.<sup>[8]</sup>

In its answer, COMBANK stated that there was no contract between COMBANK and petitioner;<sup>[9]</sup> that Ms. Lopez merely invited petitioner to participate in a bid for the renovation of the COMBANK Ermita Branch; that any proposal was still subject to the approval of the COMBANK's head office.<sup>[10]</sup>

After due trial, on November 19, 1990, the trial court rendered a decision, the dispositive portion of which reads:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of plaintiff and against defendants, ordering defendants jointly and severally, to pay plaintiff the following, to wit:

"1. P15,000.00 representing the actual and compensatory damages or at least a reasonable compensation for the services rendered based on a quantum *meruit*;

"2. P5,000.00 as attorney's fees, and P2,000.00 as litigation expenses;

"3. P5,000.00 as exemplary damages; and

"4. The cost of suit.

"SO ORDERED."<sup>[11]</sup>

On November 29, 1990, COMBANK, and Ms. Nida Lopez, filed their notice of appeal.<sup>[12]</sup> On December 5, 1990, the trial court ordered<sup>[13]</sup> the records of the case elevated to the Court of Appeals.<sup>[14]</sup>

In the appeal, COMBANK reiterated that there was no contract between petitioner, Nida Lopez and the bank.<sup>[15]</sup> Whereas, petitioner maintained that there was a perfected contract between her and the bank which was facilitated through Nida Lopez. According to petitioner there was an offer and an acceptance of the service she rendered to the bank.<sup>[16]</sup>

On October 26, 1995, the Court of Appeals rendered its decision the relevant portions of which state:

"After going over the record of this case, including the transcribed notes taken during the course of the trial, We are convinced that the question here is not really whether the alleged contract purportedly entered into between the plaintiff and defendant Lopez is enforceable, but whether a contract even exists between the parties.

"Article 1318 of the Civil Code provides that there is no contract unless the following requisites concur:

"(1) consent of the contracting parties;

"(2) object certain which is the subject matter of the contract;

"(3) cause of the obligation which is established.

xxx

"The defendant bank never gave its imprimatur or consent to the contract considering that the bidding or the question of renovating the ceiling of the branch office of defendant bank was deferred because the commercial bank is for sale. It is under privatization. xxx

"At any rate, we find that the appellee failed to prove the allegations in her complaint. xxx

"WHEREFORE, premises considered, the appealed decision (dated November 19, 1990) of the Regional Trial Court (Branch 153) in Pasig (now 55238, is hereby REVERSED. No pronouncement as to costs.

"SO ORDERED."<sup>[17]</sup>

Hence, this petition.<sup>[18]</sup>

Petitioner forwards the argument that: