

THIRD DIVISION

[CA-G.R. SP No. 131770, April 15, 2014]

**CREATIVE CONCEPTS, INC., PETITIONER, VS. EVERBEST
GRAPHIC SYSTEMS, INC. REP. BY YOLANDA V. VIZMANOS,
RESPONDENT.**

D E C I S I O N

GARCIA, R. R. J.:

Before Us is a petition for review under Rule 42 of the Rules of Court assailing the Decision^[1] dated January 28, 2013 of the Regional Trial Court, Branch 57, Makati City which affirmed the Decision^[2] dated July 31, 2012 of the Metropolitan Trial Court (MeTC), Branch 61, Makati City finding petitioner Creative Concepts Inc. liable to pay respondent Everbest Graphic Systems, Inc. the principal amount of P104,115.11 with interest of 12% per annum starting June 16, 2009 when the instant case was filed, plus P5,000.00 as attorney's fees.

THE FACTS

On June 18, 2009, respondent Everbest Graphic Systems, Inc. (Everbest, for brevity) filed a Complaint^[3] for Sum of Money against petitioner Creative Concepts, Inc. (Creative Concepts, for brevity). It averred that it is a domestic corporation engaged in the business of lithography and color separation services. On various occasions from March 25, 2004 until January 31, 2007, it rendered lithography and color separation services for petitioner Creative Concepts valued at P104,115.11, as evidenced by nine (9) Sales Invoices^[4]. Petitioner Creative Concepts, however, failed to pay the same despite demand^[5] to do so. Hence, the instant complaint where respondent Everbest prays for the award of P104,115.11 with interest of 25% per annum as actual damages; and 10% of the total amount due and collectible as attorney's fees plus P3,000.00 per court appearance fee.

The complaint attached a Secretary's Certificate^[6] dated May 26, 2009 wherein corporate secretary Atty. Phydias Emmanuel R. Ramos certified that during the special meeting of the board of directors held on April 25, 2009, respondent Everbest appointed Yolanda Vizmanos and/or the law firm of Pamaran Ramos and Partners as its attorneys-in-fact to file a civil action for sum of money against petitioner Creative Concepts. The appointed attorney-in-fact was given the full power and authority to sign, receive for and in behalf of the corporation and bind the same in any matter relevant to the cause of action of respondent Everbest, among other things. The full text of the Secretary's Certificate is quoted:

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

This is to certify that during the special meeting of the Board of Directors on April 25, 2009, the following resolution was adopted and duly approved to wit:

"RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Directors' of EVERBEST GRAPHIC SYSTEMS, INC., do hereby appoint YOLANDA V. VIZMANOS and/or the law firm PAMARAN RAMOS & PARTNERS or any of its lawyer to file/initiate a civil action against Creative Concept."

This Resolution also grants upon aforementioned person the authority to testify and represent the corporation in the ensuing Pre-Trial and Trial of the case; with full power and authority to do and perform or consider, among others, the following acts:

1. To enter into plea bargaining and an amicable settlement or of submission to arbitration;
2. The implication of issues;
3. The necessity or desirability of amendments of the pleadings;
4. The possibility of obtaining stipulations or admissions of facts and documents;
5. The limitation of the number of witnesses;
6. The advisability of preliminary reference to issues to a commissioner;
7. **To sign, receive for and in behalf of the corporation and bind the same in any matter relevant to the cause of action of the herein plaintiff corporation;**
8. Other matters mentioned under Rule 18 Sec. 2 of the new Rules of Court;
9. Such other matter as may aid in prompt disposition of the action.

IN WITNESS WHEREOF, I hereunto affixed my signature this 26 MAY 2009 at Makati City. [*Emphasis supplied*]

[SGD.] ATTY. PHYDIAS EMMANUEL R. RAMOS
Corporate Secretary

In its defense^[7], petitioner Creative Concepts prayed that the complaint be dismissed for failure to state a cause of action as the allegations therein were vague and general. Moreover, the invoices attached by respondent Everbest have no probative value. Petitioner Creative Concepts likewise assailed the authority of respondent Everbest's attorney-in-fact Yolanda Vizmanos to sign the Verification and Certification against Non-Forum Shopping attached to the complaint. The Secretary's Certificate dated May 26, 2009 did not specifically authorize respondent Everbest's attorney-in-fact to file the instant complaint or to sign the verification

and certification against forum shopping. Petitioner Creative Concepts sought, by way of counterclaim, the award of P100,000.00 as actual damages; P100,000.00 as exemplary damages; and P100,000.00 as attorney's fees.

In a Decision^[8] dated July 31, 2012, the MeTC found petitioner Creative Concepts liable to pay respondent Everbest the amount of P104,115.11. Contrary to the averment of petitioner Creative Concepts, the complaint for sum of money filed by respondent Everbest had sufficiently established a cause of action. The MeTC brushed aside the asseveration of petitioner Creative Concepts that respondent Everbest's attorney-in-fact Yolanda Vizmanos was not authorized to file the complaint and to sign the verification and certification against non-forum shopping. A plain reading of the Secretary's Certificate dated May 26, 2009 would show that not only was attorney-in-fact Yolanda Vizmanos given the authority to file the instant case, she was likewise authorized to sign in behalf of respondent Everbest in any matter relevant to its cause of action. The pertinent portions of the assailed decision read:

As regard defendant's allegation on lack of authority of the person who instituted the case, likewise, the same has no merit. x x x

In order to sustain a dismissal on the ground of lack of cause of action, the deficiency must appear on the face of the complaint. And the test of the sufficiency of the facts alleged in the complaint to constitute a cause of action is whether or not, committing the facts alleged in the complaint to constitute a cause of action is whether or not, admitting the facts alleged, the court can render a valid judgment thereon in accordance with the prayer of the complaint. After a careful perusal of the allegations in the plaintiff's complaint for sum of money, this Court rule that the same states a cause of action. When plaintiff sued defendant for sum of money, defendant had violated the right of plaintiff from which a cause of action had arisen. Plaintiff performed its obligation with the defendant when it delivered its goods and services to herein defendant, as evidence[d] by the sales invoices duly acknowledge[d] by he defendant's representative; and despite receipt of the demand, defendant refused to pay the said obligation on its due date, hence, defendant had violated the right [of] the plaintiff to what is due to it.

x x x

The Secretary's Certificate issued by the Corporate Secretary has sufficiently authorized Ms. Yolanda Vizmanos to file a sum of money case against the defendant and explicitly authorizes her to sign documents in behalf of the corporation.

Thus based on the evidence presented, after acknowledging receipt of the goods and services from the plaintiff, defendant is obliged to comply with its undertaking, that is to pay the corresponding fee. Due to defendant's failure to pay/comply with its contractual obligation, plaintiff is justified in filing this case. Furthermore, defendant never denied the existence of the invoices attached to the complaint.

x x x

WHEREFORE, premises considered, judgment is hereby rendered in favor of the plaintiff and [against] the defendant. Accordingly, defendant Creative Concept Inc. is hereby ordered to pay plaintiff, the following amounts:

1. To pay plaintiff the principal amount of One Hundred Four Thousand One Hundred Fifteen [and] 11/100 Pesos (Php104,115.11) plus interest of 12% per annum starting June 16, 2009, date when this case was filed.
2. To pay plaintiff attorney's fees in the amount of Five Thousand Pesos (Php5,000.00); and
3. Costs of suit.

Defendant's counterclaim is denied, for lack of merit.

SO ORDERED.^[9]

Petitioner Creative Concepts filed an appeal before the court *a quo*, but this was denied for lack of merit in a Decision^[10] dated January 28, 2013. It affirmed the ruling of the MeTC that the complaint filed by respondent Everbest sufficiently stated a cause of action and that the Secretary's Certificate had sufficiently authorized attorney-in-fact Yolanda Vizmanos to file the instant case as well as to sign the verification and certification against forum shopping in behalf of respondent Everbest.

Aggrieved, petitioner Creative Concepts filed the instant Petition for Review raising the following **ASSIGNMENT OF ERRORS**^[11], to wit:

I

THE COURT A QUO SERIOUSLY ERRED IN NOT DISMISSING OUTRIGHT THE INSTANT COMPLAINT ON THE GROUND THAT ATTORNEY-IN-FACT YOLANDA VIZMANOS HAS NO AUTHORITY TO SIGN THE VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING; AND

II

THE COURT A QUO ERRED IN FINDING THAT PETITIONER CREATIVE CONCEPTS IS LIABLE TO RESPONDENT EVERBEST CONSIDERING THAT THE COMPLAINT FAILED TO STATE FACTS SUFFICIENT TO CONSTITUTE A CAUSE OF ACTION AGAINST PETITIONER CREATIVE CONCEPTS.

THE ISSUE

The focal issue in this case is whether or not the court a quo correctly found petitioner Creative Concepts liable to pay respondent Everbest the amount of