

**\*\*Title:\*\*** Intramuros Tennis Club, Inc., et al. vs. Philippine Tourism Authority, et al.

**\*\*Facts:\*\*** This case revolves around the management and possession of the Victoria Tennis Courts located in Intramuros, Manila. The Philippine Tennis Association (PHILTA) was granted management of the courts through a Memorandum of Agreement (MOA) with the Philippine Tourism Authority (PTA) on June 11, 1987, for a period of ten years. The Intramuros Tennis Club, Inc. (ITC), affiliated with PHILTA, and its members regularly used the courts. In 1995, during the MOA's effectivity, PTA sought the surrender of the courts from PHILTA for a golf course expansion, leading to PHILTA filing a case for preliminary injunction and damages against PTA due to the premature termination of the MOA and other grievances. Despite a temporary restraining order and a writ of preliminary injunction issued in PHILTA's favor, the MOA expired, and a motion to dismiss the case was filed by PTA, arguing mootness. The Regional Trial Court (RTC) Manila, Branch 50, ruled in favor of PTA, lifting the injunction and dismissing the case due to the MOA's expiration. PHILTA appealed to the Court of Appeals (CA), which granted an execution pending appeal filed by PTA demanding the immediate possession of the courts. PHILTA contested this through a petition for certiorari, arguing grave abuse of discretion by the CA in its resolutions facilitating the execution pending appeal.

**\*\*Issues:\*\***

1. Whether the Court of Appeals gravely abused its discretion in ordering the execution pending appeal.
2. Whether the CA mistakenly applied the rules regarding execution pending appeal.
3. Whether there were "good reasons" warranting the execution pending appeal.
4. Whether the immediate execution was necessary and justified.

**\*\*Court's Decision:\*\*** The Philippine Supreme Court dismissed the petition, thereby sustaining the validity of the writ of execution issued by the CA. The Supreme Court ruled that the CA did not commit grave abuse of discretion in granting the execution pending appeal. The Court clarified the distinction between a "final" judgment or order and one that is "final and executory," explaining that execution pending appeal requires only a "final" judgment or order. The Supreme Court agreed with the CA that the conditions for discretionary execution pending appeal were met, including the presence of "good reasons" such as the deteriorating condition of the tennis courts and the expired lease agreement which justified PTA's reclaiming possession.

**\*\*Doctrine:\*\*** The Supreme Court reiterated the doctrine that judgments in actions for

injunction are not stayed by appeals, extending this principle to judgments lifting an injunction, which are immediately executory. It established that “good reasons” for execution pending appeal must consist of compelling circumstances that justify the urgency of execution to prevent the judgment from becoming illusory. However, it also emphasized that the appellate court’s determination of “good reasons” involves discretion which should not be interfered with absent a showing of grave abuse.

**\*\*Class Notes:\*\***

- **\*\*Final vs. Final and Executory Judgments:\*\*** A “final” judgment disposes of a case, leaving nothing more for the court to address, while a “final and executory” judgment is one where the period to appeal has expired without an appeal, or an appeal has been resolved, making the judgment enforceable as a matter of right.
- **\*\*Execution Pending Appeal:\*\*** Requires (1) a final judgment or order, (2) the trial court to have lost jurisdiction, (3) the existence of “good reasons” for immediate execution, and (4) these reasons must be stated in a special order after due hearing.
- **\*\*Good Reasons for Execution Pending Appeal:\*\*** Must consist of circumstances justifying immediate execution to prevent the judgment from becoming ineffectual or the prevailing party from suffering undue harm due to delays by the adverse party.

**\*\*Historical Background:\*\*** This case highlights the intricate balance between contractual agreements, historical property management, and legal recourse available to parties involved in disputes over the management and use of public sports facilities. It underscores the importance of clear terms in agreements and the potential legal battles that can arise from their premature termination, as well as the judiciary’s role in resolving such disputes and ensuring the equitable enforcement of contracts within the legal framework of the Philippines.