

PEDRO SAMSON, ET AL., PETITIONERS, VS. HON. NICASIO YATCO, IN HIS CAPACITY AS JUDGE OF THE COURT OF FIRST INSTANCE OF RIZAL, BRANCH V, QUEZON CITY, FLORENCIA CRUZ VDA. DE GUZMAN...

G. R. No. L-12084. August 25, 1958

Ponente: FELIX, J.

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FELIX, J.:

Pedro Samson, Florencia Cruz Vda. de Guzman and Maria Santos were, the occupants of Lot No. 10, Block No. 45 of the Grace Park Subdivision in Caloocan, Rizal, owned by the Philippine Realty Corporation, Samson occupying the northern portion thereof with an area of 162.50 square meters more or less, and de Guzman and Santos the remaining part with an area of about 487.50 square meters.

On March 21, 1951, Florencia de Guzman and Maria Santos purchased the aforesaid lot on installment basis from the Philippine Realty Corporation. Thereafter, Pedro Samson allegedly entered into an agreement with the vendees whereby he undertook to pay a part of the down payment and other expenses made by them in connection with said purchase and to make the regular monthly installments over the portion occupied by him. It does not appear that Samson made good his part of the agreement as De Guzman and Santos allegedly shouldered and defrayed all the installments due for the entire lot until December 3, 1954, when they made the final payment.

On January 16, 1955, Pedro Samson filed a complaint with the Court of First Instance of Rizal, Caloocan branch, against Florencia de Guzman, Maria Santos and the Philippine Realty Corporation (Civil Case No. Q-1314) contending that on June 15, 1951, said plaintiff and defendants De Guzman and Santos executed a partition agreement dividing Lot No. 10 of Block No. 45 of the Grace Park Subdivision among themselves whereby plaintiff was given the portion occupied by him and the rest of the lot was appropriated to said defendants; and that the aforesaid document was not approved by the defendant Corporation. In turn, it drafted another document assigning the same area to them but defendants refused to sign the same. It was, therefore, prayed that defendants be compelled to execute the document prepared by the defendant Corporation or that the latter be ordered to recognize the partition agreement; that defendants De Guzman and Santos be ordered to return to plaintiff the amount in excess of the down payment plaintiff should have actually paid; to pay attorney's fees and costs.

Defendants De Guzman and Santos filed their answer denying the material averments of the complaint and in praying for the dismissal of the complaint, they claimed that plaintiff's failure to pay the monthly installments over the property occupied by him amounted to a waiver of whatever right he may have over the same. They also claimed for moral damages, attorney's fees and costs. Defendant Philippine Realty Corporation filed a separate answer denying all the material averments of the complaint and praying for the dismissal of the same in so far as it asked for judgment against said corporation.

The issues having been joined, the case was duly set for hearing. On December 15, 1955, the parties submitted an "Amicable Settlement" dividing the property between the parties assigning to plaintiff the 1/4 portion of the lot

occupied by him and the remaining part was given to defendants; that plaintiff was to pay for the segregation of his share from the whole lot and reimburse defendants, for the purchase price of the said 1/4 portion amounting to P1,321.66, with 10% interest thereon from which the sum of P338.64 already paid by him as down payment was to be deducted. It was further provided in said agreement:

"10. That the segregation of the one-fourth (1/4) portion of the lot in question pertaining to the plaintiff shall be commenced by the plaintiff within 3 months from his receipt of a copy of the decision in this case and failure on his part to have the segregation commenced within the said period, the defendants shall return the whole amount paid by the plaintiff to them, and that said plaintiff shall automatically lose all his rights, title or interest on the herein lot in question".

This agreement was approved by the Court on the same day with some modifications which have nothing to do with the present controversy.

It appears however, that on January 7, 1956, Pedro Samson in virtue of a public instrument sold and conveyed unto Mariano Reyes, his son-in-law, his right over the 1/4, portion of the lot aforementioned in consideration of the sum of P2,600. And on January 17, 1956, Samson paid De Guzman and Santos the purchase price of said portion of the property plus interest amounting to P1,418.30.

On May 8, 1956, defendants De Guzman and Santos filed a motion praying that plaintiff's right on the property be cancelled on the ground that the latter failed to comply with the obligation imposed by paragraph 10 of the agreement as approved in the decision of the Court of December 15, 1955, regarding the segregation of the said 1/4 portion within 3 months. It seems that on May 12, 1956, the day requested by the defendants for the hearing of said motion, Pedro Samson failed to appear; hence, the Court ordered in open court the cancellation of the rights of the plaintiff over the 1/4 portion of the lot and ordered the defendants to return whatever amount they may have received from plaintiff. Plaintiff sought for the reconsideration of said order alleging that his failure to secure a title over said 1/4 portion of the land was due to the difficulty encountered by him in procuring the approval of the National Urban Planning Commission to the division of the property in question, and prayed that he be given an extension of time within which to complete the segregation of the land. This motion was denied by order of the Court of June 9, 1956.

On August 22, 1956, defendants De Guzman and Santos filed another motion, this time asking for the issuance of the title to them for the reason that although plaintiff actually submitted an alleged copy of the blue print, dated March 4, 1956, showing the survey and segregation of the lot, said subdivision plan was not in the name of plaintiff but of Mariano Reyes, et al., who were strangers to the case. It was likewise prayed that they be allowed to deposit in court the sum of P1,418.30 which they received from plaintiff and that the realty company be ordered to issue the Torrens Title over the entire lot in their names. Despite plaintiff's opposition, the Court in its order dated September 1, 1956, granted the aforesaid motion.

In a motion dated January 16, 1957, defendants prayed that plaintiff be ordered to vacate the premises and pursuant thereto, the Court, on January 19, 1957, issued an order requiring plaintiff to vacate the property and directing the Sheriff of Quezon City to place defendants in possession.

On February 6, 1957, plaintiff filed 2 motions: one for the reconsideration of the orders of June 9 and September 1, 1956, on the ground that the provisions of paragraph 10 of the amicable settlement was not violated; and another for a reconsideration of the order of January 19, 1957, for the reason that said court was without jurisdiction to place defendants in possession of the property. Anent the first motion, plaintiff argued that the amicable settlement merely called for the segregation of the property within 3 months and as it was admitted by defendants that the blue-print of the lot as subdivided was dated March 4, 1956, the condition imposed upon

plaintiff was complied with. It was immaterial, plaintiff contended, that the survey and subdivision were carried out in the name of Mariano Reyes, for the agreement did not specify that the aforesaid undertaking should be performed by plaintiff alone. As regards the second motion plaintiff asserted that the Court of First Instance of Quezon City taking cognizance of said action had no jurisdiction to issue the decree placing the defendants in possession of said property the action not being one for ejectment.

On February 22, 1957, the Court denied the first motion for reconsideration on the ground that the orders of June 9 and September 1, 1956, had long become final; and the second motion for lack of merit. Plaintiff thus filed a motion for the reconsideration of said order which was set for hearing on March 3, 1957, but on said occasion, the trial Judge declared that since that motion was actually a second motion for reconsideration, leave of court should have previously been secured and there being none to this effect, the motion was denied in open court.

In view of this outcome of the case, plaintiffs Pedro Samson and Mariano Reyes instituted this action for certiorari praying that the orders of the lower Court of May 12, June 9 and September 1, 1956, and of January 19, February 22, and February 26, 1957, be declared null and void and that in the meantime a preliminary injunction be issued to restrain respondents from enforcing and executing the aforementioned orders. By resolution of this Court of March 5, 1957, the case was given due course and a writ of preliminary injunction was actually issued upon petitioners' filing a bond in the sum of P500.

The issue presented by the instant action hinges on whether or not the lower Court committed a grave abuse of discretion in denying, for having been filed out of time, plaintiff's motion of February 6, 1957, seeking to reconsider its order of June 9, 1956—in connection with the order cancelling Samson's right over the parcel of land in question ; the order of September 1, 1956—granting the issuance of the certificate of title in the names of defendants; and further denying, for lack of merit, the motion to reconsider the order of January 19, 1957—requiring plaintiff to vacate the premises and directing the Sheriff of Quezon City to place defendants in possession of the property.

There is no controversy as to the fact that despite respondents' implied admission that there was a blue print subdividing the lot, they nonetheless charged plaintiff with having violated the provisions of the agreement and prayed for the enforcement of the decision of December 15, 1955, and as petitioner Pedro Samson failed to appear on the date of the hearing of defendant's motion of May 8, 1956, the Court ordered on May 12, 1956, the cancellation of the rights of plaintiff over the 1/4 portion of the lot. And it is to be noted that after the motion for reconsideration of this order was denied, plaintiff did not take any step to protect whatever right or interest he might have over the property. Again, on September 1, 1956, when the Court granted defendant's motion and ordered the issuance of the title in their names, plaintiff similarly made no move to assert, preserve or protect his right. Then on February 6, 1957, or long after the aforementioned orders were issued, plaintiff once more sought for a reconsideration of said orders. It seems, therefore, clear that the 2 orders sought to be nullified disposed of the issues in controversy and determined the rights of the parties; so, upon the expiration of the period to appeal without such action having been perfected, they became final and executory. While plaintiff's contention in asking for a reconsideration of said orders may be meritorious, it must be remembered that generally, courts cannot dispense justice *motu proprio*, but same must be sought for in accordance with the proper procedure prescribed by law. The law does not encourage laches, indifference, negligence or ignorance. On the contrary, for a party to deserve the consideration of the courts, he must not only show that he is entitled to the relief prayed for, but must show also that he is not guilty of any of the aforementioned failings. The motion for reconsideration of the orders of June 9 and September 1, 1956, having, been filed long after said orders became final, We find no abuse of discretion in the ruling of the lower Court denying the same.

Notwithstanding the foregoing, it must be noted at this juncture that despite respondents' knowledge that Pedro

Samson had conveyed and transferred his rights over the property to his son-in-law, Mariano Reyes, the validity of which transfer they do not seem to question, they did not make any effort or take any step to effect the proper substitution or inclusion of Mariano Reyes, the real party in interest. For this reason, We are of the opinion and thus hold, that the orders of the court rendered in Civil Case No. Q-1314 are only binding upon plaintiff Pedro Samson and cannot have the effect of depriving Mariano Reyes of any right that he may have over the property in question. It is true that Mariano Reyes is now a party in these certiorari proceedings, but this petitioner stands without personality before this Tribunal for he was not a party in the proceedings in the lower Court that led to the issuance of the orders sought to be reviewed and nullified, and no ruling may be rendered herein that may affect him.

Petitioners also question the jurisdiction of the court to require Samson to vacate the premises and direct the Sheriff of Quezon City to place defendants in possession thereof. It must be pointed out that pursuant to the amicable settlement between the parties, the Court rendered judgment dated December 15, 1955, providing that plaintiff's right over the lot would automatically cease upon his failure to fulfill certain obligations imposed by said agreement. Upon finding that a violation of the agreement had been committed by plaintiff, and a declaration to this effect having been made by the Court, the aforesaid decision of December 15, 1955, became enforceable and executory. The Court's order, therefore, requiring the delivery of the property to defendants was merely an execution of the decision which had already become final. The lower Court thus committed no error in denying said motion for lack of merit.

It will not be amiss to observe in this connection, that in the portion of the lot occupied by Pedro Samson, there is a house of strong materials and that in virtue of the decision sentencing Pedro Samson to vacate the lot, he would have to cause the removal or demolition of said house. But this he cannot legally do, for said property has long ago been sold by him to Mariano Reyes, who, as previously stated, was not a party in the proceedings in the lower Court and against whom said orders and decision are not binding.

Wherefore, and on the strength of the foregoing considerations, We hereby dismiss the instant petition for certiorari, affirm the orders of the lower Court sought to be nullified and lift the writ of preliminary injunction issued by this Court. This, however, is with the understanding that the orders of the lower Court herein affirmed are only binding upon petitioner Pedro Samson. Without pronouncement as to costs. It is so ordered.

Montemayor, Reyes, A., Bautista Angelo, Reyes, J. B. L., and Endencia, JJ., concur.

CONCURRING AND DISSENTING

PADILLA, J.,

I concur in the opinion of the majority insofar as it holds that the orders sought to be annulled are final and dismisses the petition for a writ of certiorari. However, I entertain doubts as to the correctness of that part of the opinion which holds that the orders of the Court sought to be annulled do not bind petitioner Mariano Reyes. It must be borne in mind that the action from which all these incidents and orders of the respondent court arose is ad rem of real and not personal. The judgment rendered by a competent court in real or ad rem actions binds not only the party against whom it is rendered but also the realty involved in the litigation. And successors-in-interest or privies to the party who is defeated in the action are bound by the judgment rendered by the court because of such privity. In the instant case, the successor-in-interest is the son-in-law of the plaintiff, who failed to fulfill or perform the obligation agreed upon of making the subdivision or segregation of that part of the parcel of land which he had acquired from the larger part of the parcel of land owned or purchased by the defendants within a

stipulated period of time. My apprehension is best exemplified by a defeated party in a real action who failed to appeal from a judgment rendered against him and transfers or assigns his right or title to the real property in litigation to another who was not a party to the action. Under the rule laid down by the majority opinion, the defeated party in a real action could defeat or render the judgment against him nugatory by transferring or assigning to another his right or title to the realty in litigation—a very dangerous precedent. A purchaser in good faith of real property in litigation must Inquire into the rights or title of the vendor before acquiring the real property. At any rate, from the legal point of view the defeated party in the present case could not have transmitted to Mariano Reyes, his son-in-law, property rights mere than what he had in the realty at the time of the transfer or assignment; and the realty was subject to the judgment rendered by a court of competent jurisdiction. His son-in-law, successor-in-interest, could not have acquired better right than what his father-in-law, his predecessor-in-interest, had in the realty at the time of the conveyance.

For this reason I dissent from that part of the majority opinion which confines to Pedro Samson alone the binding effect of the final and executory orders sought to be annulled in these proceedings.

Bengzon, J., concurs.

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