

REPUBLIC OF THE PHILIPPINES, REPRESENTED BY THE DIRECTOR OF BUILDINGS AND REAL PROPERTY MANAGEMENT AND CITY SHERIFF OF MANILA, PETITIONERS, VS. THE COURT OF APPEALS, MERCY DE VE...

G.R. No. L-43179. June 27, 1985

Ponente: CUEVAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/0b2b3386e69c/>

CUEVAS, J.:

The instant petition for review on certiorari[1] seeks to annul and set aside the Decision[2] promulgated on July 31, 1975 by the respondent Court of Appeals (now the Intermediate Appellate Court) in CA-G.R. No. 03794-R entitled "Mercy de Vera and Juan A. de Vera, versus Hon. Bernardo P. Fernandez, etc., Republic of the Philippines, etc., and the City Sheriff of Manila", and its Resolution[3] dated February 24, 1976, denying petitioner's motion for reconsideration.

The dispositive portion of the assailed Decision reads as follows —

"WHEREFORE, in view of the foregoing considerations, the petition is hereby GRANTED. The assailed orders (Annexes F, J and N) are hereby annulled and set aside. The respondent Judge is hereby directed to carry out the tenor of the immediately preceding paragraph without prejudice to the herein petitioner's right to renew the lease contract for another 25 years and/or give them preferential rights over the property to allow them to recoup the expenses and losses they sustained during the fire that swept the area and damages they sustained occasioned by the unwarranted acts and intervention of the respondent bureau.

The writ of preliminary injunction issued is hereby declared permanent."

The "immediately preceding paragraph" adverted to reads —

"The state under the principle of *parens patriae* should be the last to visit upon its subjects inequity and injustice particularly those who had suffered much. To execute the judgment below at this stage would be a commission of a grave abuse of discretion. Instead of executing the same, the respondent Judge should proceed to admit evidence of the new facts and circumstances then grant relief as the new facts and circumstances warrant."

Petitioner Republic of the Philippines, represented by the Bureau of Buildings and Real Property Management, is the owner of a parcel of land described and identified as Lot 12-A-1, Block 2201 (Fls-1) of the San Lazaro Estate, Manila, with an area of 862 square meters, more or less. Respondents, spouses Mercy de Vera and Juan A. de Vera, upon the other hand, are the lessees of the above-mentioned parcel, pursuant to a written contract of lease, for a period of twenty-five (25) years commencing from the first day of January 1952, renewable for another period of twenty-five (25) years at the option of the lessor.

On April 13, 1959, petitioner Republic of the Philippines, then represented by the Director of Lands, but is now represented by the Director of Buildings and Real Property Management[4] filed a complaint with the then Court of First Instance of Manila-Branch III, against herein respondents, spouses Mercy Almonidovar and Juan de Vera,

for collection of unpaid rentals and termination of the lease contract over the afore-described parcel. The complaint was docketed in the said court as Civil Case No. 39868.

On May 18, 1961, judgment was rendered by the trial court, the dispositive portion of which reads —

"IN VIEW OF THE FOREGOING, the Court hereby orders defendant Mercy Almonidovar to pay plaintiff the sum of Twenty-Five Thousand Four Hundred Eighty-Six Pesos and Sixty-Five Centavos (P25,486.65) as back rentals of plaintiff's lot up to December 31, 1960, with interest at the legal rate from the date of the filing of the complaint, a further sum of Two Thousand One Hundred Fifty-Five Pesos (P2,155.00) per quarter beginning January 1, 1961 and costs. In default of payment of the back rentals of P25,486.65 within three months, the lease agreement Exhibit "A" is declared terminate and the plaintiff may take possession of the leased lot together with all the buildings and improvements thereon by the defendants." (Underscoring supplied)

On June 12, 1961, the private respondents, then defendants, appealed the foregoing decision to the then Court of Appeals under CA-G.R. No. 29578-R.

On August 7, 1968, respondent Court of Appeals affirmed in toto the decision of the trial court. The decision became final and entry of judgment was made on August 27, 1968. On November 20, 1968, the record of the case was remanded to the trial court.

On April 15, 1969, petitioner Republic of the Philippines (then plaintiff) filed a motion for the execution of the decision aforequoted.

The motion was granted in an Order dated April 17, 1969 and the corresponding writ of execution was issued directing the Sheriff of Manila to cause the execution of the appealed decision.

Meanwhile, attempts were made by private respondents, (as defendants) to nullify the entry of judgment made. On January 27, 1969, they filed a petition before the then Court of Appeals alleging among other things, that neither they nor their counsel received a copy of the decision in CA-G.R. No. 29578-R; that the person who appeared to have received said copy by registered mail was not authorized to do so by their counsel; that they came to know of the decision sometime during the first week of January 1969 when they were asking for a statement of account from the Office of the Secretary of General Services; and that they had no intention to file a motion for reconsideration of the decision nor to appeal therefrom by certiorari to the Supreme Court as they were resigned to accepting the decision, but would like to petition the Court to have the date of entry of the judgment corrected in the sense that the finality of the decision be computed from the date they actually received copy thereof or came to know of the same. They then prayed that "for the purpose of computing the three month period within which the defendants may pay the back rentals" under the lease contract in question, that the judgment be considered as entered only on January 22, 1969, or thereabouts which would be approximately 15 days from the first week of January 1969 the date when defendants actually learned of the decision and that the tender or offer of payment be considered as made within said period of three months.

In its Resolution dated June 10, 1969, the then Court of Appeals upheld the validity of the service of a copy of its decision to Atty. Lino Patajo (now Justice Lino Patajo of the Intermediate Appellate Court), counsel for respondents on August 10, 1968.

Unable to obtain a reconsideration, respondents came to this Court, through a petition for certiorari, mandamus and prohibition which was docketed as G.R. No. L-32998.

In a Resolution dated July 12, 1973,[5] the petition was dismissed, this Court ruling —

"We sustain the motion for dismissal. If the petitioners had really intended to comply with the judgment of the Court of First Instance, they should have cleared all their back accounts upon learning of the decision of the

Court of Appeals, affirming said judgment, as well as kept their payments up to date during the pendency of the instant case in this Court. It appears, however, that even after applying the sum of P58,346.64 paid on March 4, 1969, the petitioners still owed an outstanding balance of P29,092.51 as of that time, which still increased to P77,580.01 by December 31, 1972, no further payment having been made in the interim. The petitioners try to justify their failure to update their account by saying that they did offer to pay but were refused. The excuse deserves scant consideration. If indeed their offer was refused, they should have resorted to judicial deposit of the corresponding amounts. This they did not do.

Considering the circumstances of this case, we agree with the Solicitor General that the resolution of issues raised here will serve no practical purpose.

WHEREFORE, the instant petition is hereby dismissed, without pronouncement as to costs."

The petition having been dismissed, entry of judgment was accordingly made on November 1, 1973.

On January 25, 1974 petitioner Republic of the Philippines filed before the trial court, a motion for the issuance of an alias writ of execution,[6] alleging among others, that the writ of execution previously issued on April 17, 1969, was recalled in an Order dated May 27, 1969 in view of the pendency of respondents' petition questioning the validity of the service of the decision upon Atty. Lino Patajo; that the said petition had already been dismissed and the service of a copy of the decision to respondents' counsel on August 10, 1968 as well as the entry of judgment on August 27, 1968 was upheld; that as of November 27, 1968, the expiration of the 3-month grace period given defendants in the decision of May 18, 1961, defendants' account for back rentals, exclusive of interest is P80,974.15; and that as of December 31, 1973, defendants' accounts for back rentals exclusive of interest amounts to P90,510.01.

On February 22, 1974, private respondents filed their Opposition[7] to the motion, to which a Reply[8] was filed by petitioners on March 15, 1974.

On July 12, 1974, the trial court granted petitioner's motion for an alias writ of execution.[9]

Private respondents moved to reconsider and/or quash said alias writ of execution[10] which petitioner Republic of the Philippines opposed[11] contending, among others, that none of the circumstances for the quashal of a writ of execution obtain in the present case.

On November 8, 1974, the trial court denied[12] private respondents' motion for reconsideration and/or to quash. It likewise ordered the Sheriff of Manila to submit his return on the alias writ of execution issued on July 15, 1974 within three (3) days from notice and if said alias writ is returned unsatisfied, a new alias writ be issued.

Private respondents sought a reconsideration[13] of the aforesaid order, which was denied by the trial court in its Order dated December 9, 1974.[14] A second motion for reconsideration was likewise denied on December 12, 1974.

Hence, on December 16, 1974, private respondents filed with the respondent Court of Appeals a petition for "certiorari with preliminary writ of injunction",[15] which was docketed before the said court as CA-G.R. No. 03794.

On July 31, 1975, respondent Court of Appeals promulgated its now assailed Decision,[16] the dispositive portion of which had earlier been quoted. Petitioner's motion for reconsideration[17] having been denied[18] it now comes before this Court through the instant petition[19] raising the following issues —

- (a) whether or not the decision of the trial court can be executed by mere motion;
- (b) whether or not said decision can be executed at all; and

(c) whether or not respondent court can rule on the renewal of the lease contract.

The petition is impressed with merit.

Under Section 6 of Rule 39 of the Revised Rules of Court, a judgment may be executed on motion within five (5) years from the date of its entry or from the date it became final and executory and, thereafter, and before it is barred by the statute of limitations, it may be enforced by an independent civil action. The prescriptive period for the enforcement of a judgment by ordinary action is 10 years computed from the time the judgment became final.[20] In the instant case,[21] it is settled that the judgment sought to be executed became final and executory on August 27, 1968. On November 20, 1968, the record of the case was remanded to the trial court. On April 15, 1969, petitioner Republic of the Philippines filed a motion for execution which was granted by the trial court on April 17, 1969. However, on April 28, 1969, private respondents filed a motion to recall and/or quash the writ of execution alleging as ground therefor that they have a pending petition with the Court of Appeals questioning the validity of service of the decision on counsel of record and consequently the correctness of the entry of judgment. Acting on the aforesaid motion, the trial court recalled that writ of execution previously issued and held in abeyance the enforcement thereof pending resolution of private respondents' petition. Since then and up to the termination of the dilatory schemes and maneuvers resorted to by the private respondents all the way up to this Court[22] without avail, petitioner could not have sought the execution of the judgment in question. It is settled that —

"In computing the time limited for suing out an execution, although there is authority to the contrary, the general rule is that there should not be included the time when execution is stayed, either by agreement of the parties for a definite time, by injunction, by the taking of an appeal or writ of error so as to operate as supersedeas, by the death of a party, or otherwise. Any interruption or delay occasioned by the debtor will extend the time within which the writ may be issued without scire facias. (Underscoring supplied)[23]

In the case at bar, the resultant interruption in the execution of the judgment, being occasioned by and attributable to the private respondents, the filing by petitioner Republic of the Philippines, of a motion for the issuance of an alias writ of execution on January 25, 1974 (private respondents' petition having been dismissed by this Court on July 12, 1973 and the entry of judgment issued on November 1, 1973) is thus still seasonable and well within the five (5) year period. The statute of limitations has been devised to operate primarily against those who slept on their rights and not against those desirous to act but cannot do so for causes beyond their control.

"But it is insisted by petitioner that the alias writ of execution, and order of demolition x x x were null and void because they were issued after the five year limitation within which a decision may be revived by mere motion in violation of Section 6, Rule 39 of the Rules of Court. This pretense is untenable. The record shows that petitioner was at fault and himself caused the delay in the execution of the judgment for almost eight (8) years from the time it became final and executory in 1969, although as early as September 20, 1969, private respondents had moved for execution of the judgment, but petitioner refused to abide by the writ of execution."[24]

The dispositive portion of the decision sought to be executed in this case reads —

"xxx In default of payment of the back rentals of P25,486.65 within three months, the lease agreement Exhibit "A" is declared terminated and plaintiff may take possession of the leased lot together with all the buildings and improvements made thereon by the defendants."

The record discloses that private respondents failed to pay the judgment debt of P25,486.65 within three (3) months from the finality of the decision on August 27, 1968 or up to November 25, 1968. They tried to comply with this condition by issuing a check for P58,346.64 on February 16, 1969 which however was dishonored and replaced by a cashier's, check only on March 4, 1969. Clearly then, the actual payment made on the latter date was

more than six (6) months from the finality of the decision, and the check was accepted not as a compliance of the condition set forth in the decision, but as payment of an outstanding obligation. This is evident from the letter dated February 3, 1969 of the then Solicitor General, now Associate Justice of this Court, Mr. Justice Felix V. Makasiar, to the Director of the Bureau of Buildings and Real Property Management, the pertinent portion of which reads —

"It is deemed advisable, however, that in your letter to Mrs. Mercy A. de Vera, please emphasize that your office is accepting the TMBC check in the amount of P58,346.64 as payment of her back rentals, which payment is legally due the government but that the lease agreement is deemed terminated since payment was made beyond the period decreed by the court."

Finally, in the dispositive portion of the assailed decision of respondent Court of Appeals, it is stated —

"x x x The respondent Judge is hereby directed to carry out the tenor of the immediately preceding paragraph without prejudice to the herein petitioner's right to renew the lease contract for another 25 years and/or give them preferential rights over the property xxx." (Underscoring supplied)

The foregoing pronouncement of respondent Court of Appeals is totally bereft of any legal basis in view of the termination of the contract of lease by reason of the failure of private respondents to pay the back rentals within three months as decreed by the decision sought to be executed. Furthermore, one of the stipulations contained in the Contract of Lease is that renewal of the same is at the option of the lessor (herein petitioner). Thus, it is stipulated —

"2. To have and to hold the said parcel of land described unto the said LESSEE for the full term of twenty-five (25) years from and including the first day of January, 1952 at a yearly rental of Eight Thousand Six Hundred Twenty Pesos (P8,620.00) Philippine Currency, x x x which lease may be renewed for another period of twenty-five (25) years at the option of the LESSOR."

In the Comment filed by petitioner on November 21, 1977, it was emphasized that petitioner has no intention of renewing the contract of lease, which by its term expired on January 1, 1977, "since private respondents did not show good faith in their dealings with the petitioner." Petitioner cited the fact that private respondents have not been paying any rental from the time the decision of the lower court became final in 1968, so much so that their obligation reached the staggering amount of 196,865.47 as of January 31, 1977. On top of that private respondents had also leased the premises to certain individuals without authority from the petitioner.[25] Under the circumstances, renewal of the contract of lease is already out of the question.

IN VIEW OF THE FOREGOING CONSIDERATIONS, the petition is GRANTED. The assailed decision dated July 31, 1975 and the Resolution dated February 24, 1976 of respondent Court of Appeals are annulled and set aside. The Orders of the lower court dated July 12, 1974, November 8, 1974 and December 9, 1974 are affirmed.

Considering the dilatory tactics perpetrated by respondents De Veras, treble cost is imposed upon them solidarily with their counsel.

SO ORDERED.

Makasiar, Concepcion, Jr., Abad Santos, and Escolin, JJ., concur.

Aquino, J., this decision concludes this 26-year old litigation. By means of dilatory tactics, private respondents thwarted execution for a long time. Respondent Mercy de Vera died in 1980.

[1] Treated as special civil action by resolution of this Court dated November 17, 1976.

[2] Annex "M", Petition, pp. 204-218, Rollo

[3] Annex "P", Petition, pp. 249-253, Rollo.

[4] The San Lazaro Estate is now being administered by the Bureau of Buildings and Real Property Management by virtue of the Transfer Agreement entered into by and between the Secretary of Agriculture and Natural Resources and the Secretary of General Services dated January 10, 1968.

[5] 52 SCRA 53-57.

[6] Annex "A", Petition, pp. 85-90, Rollo.

[7] Annex "B", Petition, pp. 91-100, Rollo.

[8] Annex "C", Petition, pp. 101-107, Rollo.

[9] Annex "D", Petition, p. 108, Rollo

[10] Annex "E", Petition, pp. 109-114, Rollo.

[11] Annex "F", Petition, pp. 115-117, Rollo.

[12] Annex "G", Petition, pp. 118-123, Rollo.

[13] Annex "H", Petition, pp. 124-131, Rollo.

[14] Annex "J", Petition, pp. 148-152, Rollo.

[15] Annex "K", Petition, pp. 153-179, Rollo.

[16] Annex "M", Petition, pp. 204-218, Rollo.

[17] Annex "N", Petition, pp. 219-235, Rollo.

[18] Annex "P", Petition, pp. 249-253, Rollo.

[19] Pages 50-83, Rollo.

[20] Article 1152, Civil Code.

[21] L-32998, entitled "Mercy Almonidovar de Vera and Juan de Vera vs. Republic of the Philippines and the Court of Appeals, 52 SCRA 35.

[22] L-32998, *supra*.

[23] *Bien vs. Sunga*, 117 SCRA 249; *Potenciano vs. Hon. Mariano*, 96 SCRA 463; *Lanchita vs. Magbanua*, 117 SCRA 39.

[24] *David vs. Honorable Bienvenido Ejercito*, 71 SCRA 484.

[25] G.R. No. L-46217 — a case for ejectment brought by private respondents against some of the tenants.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.