

**PROVINCIAL SHERIFF OF BULACAN, PLAINTIFF-APPELLEE, VS.
ARSENIO REYES AND ROSARIO J. MARIANO, DEFENDANTS, ARSENIO
REYES, DEFENDANT-APPELLANT.**

G.R. No. L-29441. May 31, 1973

Ponente: BARREDO, J.

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BARREDO, J.:

Appeal from a decision of the Court of First Instance of Bulacan in an interpleader filed by plaintiff-appellee Provincial Sheriff of Bulacan upholding the claim of defendant-appellee Rosario J. Mariano against defendant-appellant Arsenio Reyes that she had validly redeemed the property in question which had been purchased by said appellant at an extrajudicial foreclosure.

The facts from which this controversy arose and the issue to be resolved are stated in the trial court's decision thus:

"There is no question that defendant Arsenio Reyes was the successful bidder in the public auction sale conducted by the Provincial Sheriff of the mortgaged property covered by Transfer Certificate of Title No. T-30034 of the land records of Bulacan registered in the name of defendant Rosario J. Mariano, at the price of P2,670.00. Within one month thereafter, Rosario J. Mariano, deposited with the Provincial Sheriff of Bulacan the total amount of P2,706.70 representing the purchase price of the property plus 1% interest thereon. This deposit was made known to defendant Arsenio Reyes who refused to take delivery thereof allegedly because it lacked the amounts for assessment, taxes, fees, stamps and commission so that if all those expenses will be deducted from the deposit made by defendant Mariano, the amount which will actually be returned to him would be short of the amount he paid as purchase price. The only question posed, therefore, is whether or not under the law, the defendant-mortgagor has redeemed the property sold at public auction."

Upon said facts, His Honor held:

"Sec. 30, Rule 39 of the Rules of Court provides that: 'The judgment debtor, or redemptioner, may redeem the property from the purchaser, at any time within twelve (12) months after the sale, on paying the purchaser the amount of his purchase, with one per centum per month interest thereon in addition, up to the time of redemption, together with the amount of any assessments or taxes which the purchaser may have paid thereon after purchase, and interest on such last named amount at the same rate x x x.' The auction sale was conducted by the Provincial Sheriff of Bulacan on October 28, 1965 at which defendant Arsenio Reyes was the successful bidder for the amount of P2,670.00. Within one month thereafter defendant Rosario J. Mariano deposited with said Provincial Sheriff the amount of P2,760.70 representing the redemption price plus one per centum interest thereon and sheriff's fees. This deposit made by the redemptioner was duly communicated to the purchaser at public auction. In contemplation of the Rules, therefore, Rosario J. Mariano has duly redeemed the property mortgaged."

In his brief, appellant contends that:

"ASSIGNMENT OF ERRORS

I

THE TRIAL COURT ERRED IN NOT HOLDING THAT, IN EXTRAJUDICIAL FORECLOSURE SALES, REDEMPTION MAY NOT BE MADE TO THE SHERIFF OR OFFICER WHO CONDUCTED THE SALE IN THE ABSENCE OF ANY SHOWING THAT THE PURCHASER HAD UNLAWFULLY REFUSED TENDER OF THE REDEMPTION PRICE.

II

THE TRIAL COURT ERRED IN FINDING AGAINST THE EVIDENCE THAT DEFENDANT ROSARIO J. MARIANO HAD EFFECTED A VALID AND BINDING REDEMPTION OF HER PROPERTY IN SPITE OF ITS FINDING OF THE INSUFFICIENCY OF THE ALLEGED REDEMPTION PRICE.

III

THE TRIAL COURT ERRED IN RENDERING JUDGMENT IN FAVOR OF DEFENDANT ROSARIO J. MARIANO ORDERING APPELLANT TO TAKE DELIVERY OF THE REDEMPTION DEPOSIT AND ORDERING APPELLEE, THE SHERIFF OF BULACAN, TO EXECUTE THE CORRESPONDING CERTIFICATE OF REDEMPTION IN FAVOR OF ROSARIO J. MARIANO, AFTER THE LATTER SHALL HAVE SATISFIED ALL LEGAL AND VALID CLAIMS FOR REIMBURSEMENT BY APPELLANT."

Evidently realizing later, but long after appellee had submitted her brief, the obvious untenability of his position, under date of April 27 1973, appellant filed a motion to withdraw his appeal, alleging therein that, "(1) Appellant's brief in this case was submitted on March 3, 1969, and (2) Thereafter, this Honorable Court rendered several decisions which are decisive on the points of law involved, the latest of which was 'Reyes vs. De los Santos, et al.,' G.R. No. L-29936 promulgated April 26, 1973."

The Court could have readily granted appellant's motion were it not for its awareness of his penchant for using the judicial process to delay fulfillment of his clear obligation, particularly in instances similar to the one at bar, of which there have been quite a number that have needlessly occupied Our attention, effort and time, which could have been more beneficially devoted to the resolution of more important litigations, thereby prejudicing in no small measure the public interest and the speedy administration of justice in the cases more worthy of the courts' labor. Indeed, it is not quite accurate that it was only recently that the issues here raised by appellant have been decisively passed upon by this Court. In appellant's own earlier case, *Reyes vs. Chavoso*, G.R. No. L-24507, decided on April 30, 1969,[1] shortly after appellee here filed her brief on April 2, 1969, We already clearly and definitely held:

"Appellant contends, however, that the redemption made by the appellees spouses Reynaldo B. Chavoso and Manolita C. Chavoso is null and void. It is argued that the Sheriff of Quezon City may lawfully accept the redemption money for the purchaser only (1) if said purchaser unlawfully refuses to accept the redemption money, or (2) if said purchaser had authorized the sheriff to accept such redemption money. We do not agree. No such conditions are imposed by the Rules. On the contrary, Section 31 of Rule 39 expressly provides that the payment of the redemption money may be made to such sheriff, thus:

'SEC. 31. Effect of redemption by judgment debtor, and a certificate to be delivered and recorded thereupon. To whom payments on redemption made. - If the judgment debtor redeem, he must make the same payments as are required to effect a redemption by a redemptioner, whereupon the effect of the sale is terminated and he is restored to his estate, and the person to whom the payment is made must execute and deliver to him a certificate of redemption acknowledged or approved before a notary public or other officer authorized to take acknowledgments of conveyances of real property. Such certificate must be filed and recorded in the office of the registrar of deeds of the province in which the property is situated, and the registrar of deeds must note the

record thereof on the margin of the record of the certificate of sale. The payments mentioned in this and the last preceding sections may be made to the purchaser or redemptioner, or for him to the officer who made the sale.' (Italics ours)

We recall that this same argument was hinted in *Javellana vs. Mirasol and Nuñez* (40 Phil. 761, 770-771) where it was suggested that the redemption was rendered ineffectual by reason of the fact that the tender of payment was made to the officer who made the sale instead of directly to the purchaser, and this Court held that 'it was manifestly unnecessary for the redemptioner to seek out the purchaser for the purpose of making payment to him.' (See also *Enage vs. Vda. de Hijos de F. Escaño*, 38 Phil. 657, 662). To the same effect was the holding of this Court in *Basco vs. Gonzalez* (59 Phil. 1, 5), where, in denying a similar contention, it was explained:

'The further contention of the appellant that the redemption made by Gonzalez through the provincial sheriff is not valid, and that redemption could be made legally only through Primicias (Primicias was the purchaser or auction-vendee at the sale questioned in said case.) x x x, is untenable.

'In the case of *Papa vs. Manalo* (29 Phil. 360, 364), this Court held that although the purchaser of the auction is the only person who has a right to receive the price of the thing redeemed, the redemptioner may, however, deposit it in the hands of the sheriff for its delivery to such purchaser, especially in the case where the latter refuses to receive it, or when for any reason it may be feared that the period for redemption may lapse without its being shown in the authentic manner that the redemptioner has in due course of time complied with his duty to pay the price of the sale and interest thereon.'

It will be seen then that the manner in which the redemption in question in the case at bar was made is not only in accordance with the express provision of the Rules of Court, but is likewise sanctioned by decisional dicta (Cf. *Abiguel Reyes-Gregorio, et al. vs. Arsenio Reyes*, L-24699, March 28, 1969)."

Practically all the cases cited in the above quotation were decided long before the present interpleader had to be filed by plaintiff-appellee only because of appellant's patently erroneous pose. *Javellana* was decided on February 5, 1920, *Enage vs. Vda. de Hijos de F. Escaño*, on September 24, 1918, and *Basco* on December 1, 1933.

As Mr. Justice Fernando had occasion to admonish only a month ago in another case of appellant practically on all fours with this one:

"It is not a difficult task that confronts this Court in the disposition of this appeal by plaintiff, Arsenio Reyes. The very same objection raised by him as to the validity of the redemption of the property in question, based on the alleged payment to the wrong person, the provincial sheriff, as well as the alleged failure to pay in full of what was due him, trifling amounts being mentioned, indicative of a rather fierce determination on his part in this as in previous cases (*Reyes vs. Hamada*, L-19967, May 31, 1965, 14 SCRA 215; *Reyes vs. Noblejas*, L-23691, Nov. 25, 1967, 21 SCRA 1027; *Reyes vs. Chavoso*, L-24507, April 30, 1969, 27 SCRA 1253; *Reyes-Gregorio vs. Reyes*, L-24699, March 28, 1969, 27 SCRA 427; *Reyes vs. Manas*, L-27755, Oct. 4, 1969, 29 SCRA 736; *Reyes vs. Tolentino*, L-29142, Nov. 29, 1971, 42 SCRA 365. In all these cases, he did not prevail.) to frustrate the legitimate desire of an unfortunate debtor to reacquire what he has been forced to sell, had been previously resolved adversely to him in his own case of *Reyes vs. Chavoso* (L-24507, April 30, 1969, 27 SCRA 1253), the opinion being penned by Justice Barredo. As a matter of fact about a month earlier, Justice Dizon, in *Reyes-Gregorio vs. Reyes* (L-24699, March 28, 1969, 27 SCRA 427), another suit where he was a party, already made clear that the provincial sheriff, is, in accordance with law, a proper party to accept the redemption money. When appellant's brief was filed then on May 8, 1969, even if he had not as yet been furnished in the meanwhile with a copy of the judgment in *Reyes vs. Chavoso*, it having been promulgated only on April 30 of that year, he ought to have more than just a premonition of the futility of seeking a reversal. It could be that having perfected his appeal, he thought that he might just as well go through with submitting all the necessary pleadings. He ought to have known that such a step could not be productive of any

beneficial results. The lower court decision, sustaining as it does the right of the debtor to redeem and being in accordance with what was held by us both in Reyes-Gregorio and in Chavoso, must be affirmed."

Accordingly, without acting on appellant's motion withdrawing his appeal, the judgment of the trial court is affirmed, and this appeal being manifestly frivolous, triple costs against appellant.

Makalintal, Acting C.J., Zaldivar, Ruiz Castro, Fernando, Teehankee, Makasiar, Antonio, and Esguerra, JJ., concur.

[1] 27 SCRA 1253.

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