

**PEOPLE & S HOMESITE & HOUSING CORPORATION,
PETITIONER, VS. HON. VICENTE ERICTA, JUDGE, COURT OF FIRST
INSTANCE OF QUEZON CITY, BRANCH XVIII; THE ACTING BRANCH
CLERK OF COURT, BRAN...**

G.R. No. L-40675. August 17, 1983

Ponente: TEEHANKEE, Acting C.J.

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TEEHANKEE, Acting C.J.:

The Court dismisses for lack of legal basis and merit this special civil action of certiorari and prohibition to set aside the questioned orders of respondent judge granting execution of its final and executory decision and judgment ordering petitioner corporation to execute the sale of the subject property in favor of private respondent and to annul the corresponding transfer certificate of title issued by respondent register of deeds in favor of said respondent pursuant to the deed of sale executed by respondent branch clerk of court on behalf of petitioner corporation as autho-rized by respondent judge.

Private respondent Jaime O. Rivera had obtained as plaintiff the judgment of December 28, 1971 granting his action for specific performance and "ordering the defendant [petitioner PHHC] to execute a deed of sale in favor of the plaintiff [respondent Rivera] of the entire property described in paragraph 2 of the complaint" and to pay P2,000.00. - attorney's fees and costs. The judgment was rendered pursuant to the provisions of Republic Act 3802 enacted by Congress on June 22, 1963 providing for the sale at cost to registered tenants/lessees like respondent of the dwelling units occupied by them and for the application in full in their favor of all the past rentals paid by them to the purchase price. Petitioner failed to appeal the said judgment which has long since become final and executory. In fact, in Resolution No. 17 of its board approved on July 25, 1972, petitioner formally accepted respondent's proposal to waive the P2,000.00. - attorney's fees awarded in his favor by the judgment and approved the sale of the entire property (Lots 12-A to 12-H, Block 447, together with the rowhouses thereon) with one unit for residential purposes and the others for a general and maternity clinic.

Nevertheless, petitioner failed to execute the corresponding deed of sale in favor of respondent despite two writs of execution issued by respondent judge at respondent's instance, with the claim not set forth in the aforesaid board resolution that respondent had not completed pay-ment of the purchase price (at cost). Respondent consequently filed a motion for the lower court to appoint and authorize the clerk of court to execute the deed of sale on behalf of petitioner corporation in his favor, expressly asserting that "as duly proven during the trial of this case, [that] he has completed payment of the total consideration of the sale as he is covered by Republic Act No. 3802 which provided for the sale at cost [of the properties] to registered tenants." [1] Overruling petitioner's opposition thereto, respondent judge issued the questioned Order of March 14, 1975 granting the motion, as follows:

"Acting on the plaintiff's motion dated March 3, 1975, and the defendant's opposition thereto dated March 6, 1975, the Court hereby orders Atty. Mercedes S. Gatmaytan, Acting Branch Clerk of Court, to execute a Deed of Sale of the property described in paragraph 2 of the complaint for the amount of P31,427.01 which, as per

decision of this Court dated December 28, 1971, had already been paid by the plaintiff to the defendant People's Homesite and Housing Corporation.

xxx xxx xxx

"The execution of this Deed of Sale shall be done at the cost of the defendant People's Homesite and Housing Corporation and the Deed of Sale shall have the same effect as if it was executed by the defendant itself." [2]

Petitioner filed an extended motion for reconsideration and respondent judge, squarely meeting the issues raised, denied the same in the questioned extended Order of April 21, 1975, as follows:

"The motion for reconsideration is based on the allegation that the dispositive portion of the decision of this Court dated December 28, 1971 does not contain the purchase price of the property and, therefore, its inclusion in the Order of the Court dated March 14, 1975 is allegedly contrary to Rule 39, Section 1 of the Rules of Court. The PHHC contends that only the dispositive portion of the decision constitutes the real judgment which should be executed.

"The dispositive portion which is being executed reads as follows among others:

'WHEREFORE, the Court renders judgment ordering the defendant to execute a deed of sale in favor of the plaintiff of the entire property described in paragraph 2 of the complaint;'

"Precisely, the Order of the Court dated March 14, 1975 orders the execution of the aforesaid dispositive portion of the decision. This decision has become final and executory. The inclusion of the purchase price of P31,427.01 in the Deed of Sale to be executed by the Clerk of Court does not prejudice the PHHC nor does it alter the decision. Although the purchase price does not appear in the dispositive part, it can be found on page two of the decision itself.

"The Court does not wholly subscribe to the view that the judgment can be found only in the dispositive portion of the decision.

'It is true that the resolution of the court in a given issue, which determines and settles the rights of the parties, is ordinarily embodied in the last or dispositive portion of the decision (Manalang vs. Rickards, G.R. No. L-11986, promulgated July 31, 1958), yet, not infrequently such resolution or ruling may and does appear in other parts thereof. Style in decision-making or preparation is personal to its writer. As long as the decision satisfied the requirement of the law (Art. Sec. 12, Philippine Constitution; Rule 35, Sec. 1, Rules of Court), we find no compelling reason to adopt a definite and stringent rule underlining how and where the judgment would be framed. Indeed it is well said that to get the true intent and meaning of a decision, no specific portion thereof should be resorted to but same must be considered in its entirety (Escarella vs. Director of Lands, 83 Phil. 491; 46 Off. Gaz. No. 11, p. 5487; I Moran's Comments on the Rules of Court, 1957 Ed. p. 478, Policarpio vs. Philippine Veterans' Board and Associates Insurance & Surety Co., Inc., No. L-12779, dated August 28, 1929, 106 Phil. 125).'" [3]

Hence, the present action of petitioner contending that respondent judge's court "abused its discretion or acted without or in excess of its jurisdiction" in issuing the aforesaid questioned Orders leading to the execution of the deed of sale by the clerk of court on behalf of petitioner corporation and the issuance of T.C.T. No. 206668 of Quezon City in respondent's favor "by adding therein matters which were not included in the dispositive portion of the decision dated December 28, 1971." As above stated, the Court has found the petition to be without legal basis and merit.

Respondent judge committed no grave abuse of discretion nor did he act "capriciously or whimsically" as to amount to lack of jurisdiction in issuing the questioned Orders. As correctly stated by respondent judge in denying

reconsideration, his court was merely ordering the execution of the dispositive portion or judgment of the decision for "execution of a deed of sale in favor of the plaintiff [herein respondent]," no more, no less. Said judgment ordered the execution of such deed of sale unqualifiedly and unconditionally and has long become final and executory. The entire re-cord shows that no claim is made by petitioner that the amount of P31,427.01 paid by respondent by way of rentals for a period of ten years (1954 to 1964) (as expressly found in the decision) does not cover the full cost to it of the property. The decision's clear implication is that these rentals did fully cover the cost to petitioner of the property and therefore constituted full payment of the purchase price as fixed by Republic Act No. 3802. Hence, the judgment ordering unqualifiedly the execution of the sale to respondent, subject to no further payment of any amount.

If petitioner wanted to dispute such judgment, it should have appealed the same but it did not do so. Nevertheless, when respondent moved for authority for the branch clerk of court to execute the sale due to petitioner's failure to heed the writs of execution, pursuant to Rule 39, section 10 of the Rules of Court,[4] petitioner was given full opportunity both in its opposition and at the hearing of respondent's motion to show that such rentals paid by respondent did not cover the full cost to petitioner of the property (as fixed by the cited covering Act) but it could not cite any deficiency. It still had another opportunity when it filed its motion for reconsideration, but could not do so. Manifestly, respondent's rental payments fully covered the purchase price (at cost) of the property. All petitioner could do was raise a technical question that the trial court's final decision of December 28, 1971 did not contain the purchase price of the property. This was utterly untenable since the judgment unqualifiedly ordered the execution of the sale without any further payment and petitioner failed to show that respondent's substantial rental payments over a ten-year period did not fully cover the cost of the property. Finally, having submitted this issue for respondent judge's resolution, petitioner is now in estoppel from "speculating on the fortunes of litigation" and now challenging the adverse orders in these certiorari and prohibition proceedings.[5]

Two other submittals of petitioner are equally without merit. First, the fact that respondent branch clerk of court executed the deed of sale before petitioner was furnished a copy of the execution order of March 14, 1975 (due to an oversight of the mailing clerk) in no way constitutes a jurisdictional defect that affects the validity of the order.[6] The order for execution of the deed of sale was a matter of right flowing from a final and executory judgment and could have been issued ex parte under Rule 39, section 1 of the Rules of Court. At any rate, petitioner had full opportunity to contest the order, through its motion for reconsideration which was denied in due course by respondent judge per the reasoned Order of April 21, 1975. Second, contrary to petitioner's claim, no abuse of discretion was committed when respondent judge issued the execution order notwithstanding

standing the pendency in the Court of Appeals at the time of CA-G.R. No. 51545-R entitled "Jaime O. Rivera, petitioner-appellee vs. PHHC, respondent-appellant," which was an appeal by petitioner from the adverse judgment of the Court of First Instance of Quezon City permanently enjoin-ing it from enforcing an ejectment order against respondent in view of petitioner's subsequent approval of the sale of the property to respondent pursuant to Republic Act No. 3802. Clearly, the pendency of such appeal had no bearing on the questioned execution orders at bar. At any rate, the ejectment order had manifestly become moot and academic as correctly held therein by the lower court. Finally, the records of said case show that as per judgment rendered by the Court of Appeals on September 14, 1978, the judgment appealed from by herein petitioner PHHC was affirmed and final entry of judgment was therein made on October 13, 1978.

ACCORDINGLY, the petition is hereby dismissed and the temporary restraining order heretofore issued is lifted effective immediately. No costs.

Melencio-Herrera, Plana, Vasquez, and Gutierrez, Jr., JJ., concur.

Relova, J., no part.

[1] Record, at page 92.

[2] Annex P, Record, at page 106.

[3] Annex R, Record, at pages 114-115; emphasis supplied.

[4] The text thereof reads: "SEC. 10. Judgment for specific acts; vesting title. - If a judgment directs a party to execute a conveyance of land, or to deliver deeds or other documents, or to perform any other specific act, and the party fails to comply within the time specified, the court may direct the act to be done at the cost of the disobedient party by some other person appointed by the court and the act when so done shall have like effect as if done by the party. If real or personal property is within the Philippines, the court in lieu of directing a conveyance thereof may enter judgment divesting the title of any party and vesting it in others and such judgment shall have the force and effect of a conveyance executed in due form of law."

[5] Tijam vs. Sibonghanoy, 23 SCRA 29, and People vs. Munar, 53 SCRA 278, citing Crisostorno vs. Reyes, 32 SCRA 54, and Vera vs. People, 31 SCRA 711.

[6] Jaramillo vs. Jacinto, 43 Phil. 588.

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