

EMMA C. LIM, PETITIONER-APPELLANT, VS. MARIA T. LACSON AND GOVERNMENT SERVICE INSURANCE SYSTEM, RESPONDENTS-APPELLEES.

Ponente: GARCIA-FERNANDEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/2428f31defb1/>

GARCIA-FERNANDEZ, J.:

This is an appeal filed by petitioner-appellant Emma C. Lim from the decision dated September 18, 2009[1] issued by the Regional Trial Court of Pasay City Br. 112 (RTC) in Civil Case No. 09-0424-CFM, which dismissed the petition for injunction filed by petitioner-appellant Emma C. Lim against respondents-appellees Government Service Insurance System (GSIS) and Maria T. Lacson.

The antecedent facts based on the record are as follows:

On April 7, 2009 petitioner-appellant filed with the RTC a petition for injunction with prayer for preliminary injunction and/or temporary restraining order[2]. Petitioner-appellant alleged that the house and lot subject of the case, located at Block 4, Lot 13, Kalayaan Village, Pasay City, is part of the National Housing Authority's Metro Manila Policemen & Teachers Housing Project, which was underwritten by respondent-appellee GSIS through housing loans to qualified buyers. Petitioner-appellant claims that sometime in 1988, she was granted a loan by GSIS under said project, as shown by a conditional deed of sale that was executed between the National Housing Authority and petitioner-appellant; that she initially paid monthly amortizations to GSIS, but later failed to pay her subsequent amortizations on time due to financial constraints; that in February 2008, petitioner-appellant, who was then abroad, instructed her spouse to arrange with GSIS to restructure the loan; and that GSIS refused to negotiate since petitioner-appellant did not give her spouse any written authority to do so. Petitioner-appellant also contends that in February 2009, she received a letter from respondent-appellee Maria T. Lacson, who claimed to be the new owner of the subject property and demanded that petitioner-appellant vacate the premises. Petitioner-appellant prayed for a TRO to prevent respondents-appellees from selling the property or transferring the same to third persons.

The RTC conducted a hearing on the prayer for injunction. Pending action on the prayer for issuance of a temporary restraining order, the respondents-appellees submitted their respective pleadings. In her answer with compulsory counterclaim[3], respondent-appellee Lacson claims that she acquired the subject property from GSIS when it was advertised for sale to the public, as evidenced by a deed of conditional sale[4]. She alleges that the petition must be dismissed since petitioner-appellant failed to show any proof of her right over the property.

Meanwhile, GSIS, on April 29, 2009, moved to dismiss[5] the petition for injunction, alleging that petitioner-appellee is unable to present the deed of conditional sale, which is the basis of her action; and that the petitioner-appellant failed to allege any facts that would show threat of dispossession from GSIS. On June 19, 2009, petitioner-appellant filed with the RTC a comment/opposition, with prayer to declare respondent GSIS in default[6], stating that a motion to dismiss must be denied pursuant to A.M. No. 03-1-09-SC in relation to IBP-OCA Memorandum of Policy Guidelines and that the motion must be expunged from the records for

violating the 3-day notice rule on motions. Petitioner-appellant also prayed that the RTC declare GSIS in default. On July 2, 2009, GSIS filed a reply to petitioner-appellant's comment/opposition[7] and reiterated its prayer for dismissal of the petition.

On September 18, 2009, the RTC rendered a decision[8] dismissing the petition for injunction on the ground that petitioner-appellant failed to establish her claim to the subject property by preponderance of evidence. The RTC ruled that since the petitioner-appellant's right or title over the subject property is doubtful or disputed, the issuance of a preliminary injunction is not proper.

Petitioner-appellant filed a motion for reconsideration[9] from the decision. However, the RTC, in the order dated February 20, 2010[10], denied the motion for lack of merit. Hence, this appeal.

Petitioner-appellant assigns the following errors to the trial court:

- THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN HASTILY DISMISSING THE CASE A QUO ON THE GROUND THAT APPELLANT HAS SUPPOSEDLY FAILED TO ESTABLISH EVEN BY PREPONDERANCE OF EVIDENCE ANY RIGHTS OR TITLE OVER THE SUBJECT PROPERTY.
- THE TRIAL COURT COMMITTED REVERSIBLE ERROR IN NOT FINDING THAT THE TRANSACTION BETWEEN LACSON AND THE GSIS WAS A CLEAR DOUBLE SALE IN VIEW OF THE LATTER'S FAILURE TO OBSERVE THE MANDATE OF REPUBLIC ACT NO. 6552.

Anent the first issue, petitioner-appellant alleges that respondent-appellee Lacson sent the former a demand letter to vacate, which is a clear evidence of her right or title over the property; that although petitioner-appellant failed to present in court her copy of the deed of conditional sale, records showed that the subject property was purchased by the petitioner-appellant who made monthly amortizations to GSIS by way of salary deduction; and that petitioner-appellant submitted copies of her payslips, certification, and housing loan information in the motion for reconsideration.

Anent the second assigned error, petitioner-appellant alleges that GSIS should not unilaterally cancel or rescind the petitioner-appellant's deed of conditional sale and sell the property to another, pursuant to Republic Act No. 6552; and that mere failure to update or settle the appellant's account is not sufficient ground or justification for GSIS to alienate the subject property on its own, much less can it be considered as a ground for cancellation of the petitioner-appellant's deed of conditional sale.

The appeal cannot be sustained.

The Supreme Court elucidated on the nature of injunction proceedings in *Philippine Economic Zone vs. Carantes*[11] as follows:

"Injunction is a judicial writ, process or proceeding whereby a party is directed either to do a particular act, in which case it is called a mandatory injunction or to refrain from doing a particular act, in which case it is called a prohibitory injunction. As a main action, injunction seeks to permanently enjoin the defendant through a final injunction issued by the court and contained in the judgment. Section 9, Rule 58 of the 1997 Rules of Civil Procedure, as amended, provides:

SEC. 9. When final injunction granted. – If after the trial of the action it appears that the applicant is entitled to have the act or acts complained of permanently enjoined, the court shall grant a final injunction perpetually restraining the party or person enjoined from the commission or continuance of the act or acts or confirming the preliminary mandatory injunction.

Two (2) requisites must concur for injunction to issue: (1) there must be a right to be protected and (2) the acts against which the injunction is to be directed are violative of said right. Particularly, in actions involving realty,

preliminary injunction will lie only after the plaintiff has fully established his title or right thereto by a proper action for the purpose. To authorize a temporary injunction, the complainant must make out at least a prima facie showing of a right to the final relief. Preliminary injunction will not issue to protect a right not in esse. These principles are equally relevant to actions seeking permanent injunction.” [Citations omitted.]

In her petition for injunction, petitioner-appellant claims that GSIS issued a deed of conditional sale over the subject property when she qualified for the Metro Manila Policemen & Teachers Housing Project; and that she paid the amortizations through salary deductions but failed to complete the payment upon her retirement. This Court finds that the foregoing contentions constitute at most self-serving allegations. Petitioner-appellant failed to substantiate them with concrete and convincing proof.

This Court also holds that Republic Act 6552, otherwise known as "Realty Installment Buyer Act," is not applicable in this case. Section 3 of R.A. 6552 presupposes that there is an existing contract between the buyer and seller, as follows:

“Section 3. In all transactions or contracts involving the sale or financing of real estate on installment payments, including residential condominium apartments but excluding industrial lots, commercial buildings and sales to tenants under Republic Act Numbered Thirty-eight hundred forty-four, as amended by Republic Act Numbered Sixty-three hundred eighty-nine, where the buyer has paid at least two years of installments, the buyer is entitled to the following rights in case he defaults in the payment of succeeding installments:

xxx xxx xxx xxx “

Based on the foregoing provision, any person claiming rights under R.A. 6552 must first prove that there is an existing contract of sale of real property and that he has paid at least two years of installments, which requirements petitioner-appellant failed to prove by sufficient evidence.

WHEREFORE, the appeal is DENIED. The decision dated September 18, 2009 issued by the Regional Trial Court of Pasay City Br. 112 (RTC) in Civil Case No. 09-0424-CFM is AFFIRMED.

SO ORDERED.

Lampas Peralta, F., (Chairperson) and Acosta, F. P., JJ., concur.

[1] Rollo, pp. 42-47.

[2] Records, pp. 3-12.

[3] Records, pp. 65-69.

[4] Records, pp. 84-85.

[5] Records, pp. 132-138.

[6] Records, pp. 145-150.

[7] Records, pp. 152-158.

[8] Supra note 1.

[9] Records, pp. 170-179.

[10] Records, pp. 238.

[11] G.R. No. 181274, June 23, 2010.

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.