

NATIVIDAD ESCARRILLA, PETITIONER, VS. THE HONORABLE ROMAN IBANEZ, JUDGE OF THE COURT OF FIRST INSTANCE OF ILOILO, ANTONIO MIRASOL AND THE CITY SHERIFF OF ILOILO CITY, RES...

G.R. No. L-7710. June 30, 1955

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

Porfirio Gerochi y Gamboa and three others filed Civil Case No. 987 in the Court of First Instance of Iloilo against Natividad Escarrilla, Antonio Mirasol and three others to annul several deeds of sale conveying portions of lot No. 3760 of the Cadastral Survey of Iloilo, covered by Original Certificate of Title No. 1399 of the Register of Deeds of the City of Iloilo. After hearing, the trial court in a decision dated January 29, 1949, dismissed the complaint with costs against the plaintiffs. On appeal to the Court of Appeals said Court in a decision promulgated on June 19, 1951, modified the decision appealed from thus:

"For the foregoing considerations, the judgment appealed from is hereby modified, and we hereby declare (1) that by virtue of the deeds of sale and conveyance designated as Exhibit 4, Escarrilla and 5-Escarrilla, which we hereby declare valid and executed by Saturnina Navajas and Annex F, defendant Antonio Mirasol is now the owner of the share and participation of Saturnina Navajas in lot No. 3760 of the cadastral survey of Iloilo, which participation is one-half (1/2) of the undivided one-fourth (1/4) belonging to her mother Dionisia Gamboa; (2) that the deeds, Exhibits 8-Escarrilla, 7-Escarrilla, and 6-Escarrilla are null and void, and the annotations thereof on the certificate of title, Exhibit A, ordered cancelled; (3) that Porfirio and Mariano Gerochi continue to be and are the owners of the undivided one-fourth (1/4) share and participation of their deceased owner Teodorica Gamboa in said lot No. 3760; and (4) that plaintiff Juan Navajas is the owner of one-half (1/2) of the one fourth (M) undivided share and participation of the deceased Dionisia Gamboa in said lot No. 3760, and we hereby order that this judgment be registered and annotated' on Original Certificate of Title No. 1399. The action of the plaintiff-appellant Saturnina Navajas is hereby dismissed. Judgment is also hereby rendered in favor of defendant Antonio Mirasol on his cross-claim against his co-defendant Natividad Escarrilla, who is ordered to pay him the sum of P1,575. Judgment is also rendered on Natividad Escarrilla's cross-claim in her favor and against Filomeno Ledesma and Salvador Solano, jointly and severally, ordering the latter to indemnify her in the amount of P1,750. One-half of the costs shall be taxed against plaintiff-appellant Saturnina Navajas; the other half against defendants-appellants Salvador Solano and Filomeno Ledesma." (We have italicized the portion pertinent to the present case.)

This decision was appealed to the Supreme Court by Antonio Mirasol but in a decision promulgated on July 23, 1953, this Tribunal affirmed the decision of the Court of Appeals. Eventually, a writ of execution was issued against Natividad Escarrilla to enforce the final judgment as regards the sum of P1,575 which she was ordered to pay to Antonio Mirasol on his cross-claim against her. In an urgent motion to stay execution dated January 28, 1954, Natividad Escarrilla claimed that the writ of execution was unnecessary in view of an alleged mutual release and quit-claim deed between herself and Mirasol which she attached to said urgent motion as Annex "A"

and which we are reproducing for purposes of reference:

"KNOW ALL MEN BY THESE PRESENTS:

I, Antonio Mirasol, married to Pilar Evangelista, of legal age, Filipino and residents with postal address at the City of Iloilo, Philippines, by these presents I do hereby declare:

That I am the purchaser of all the rights, interests, actions, and participations of Natividad Escarrilla, as Comprador-A-Retro over the 1/4 undivided share of lot No. 3760 of the Cadastral Survey of Iloilo, situated in the City of Iloilo, covered by Original Certificate of Title No. 1399, by virtue of a Deed of Definite Sale executed on October 21st, 1946, and ratified on the same date before Notary Public Fernando P. Mirasol and registered in his Notrial Register as Doc. No. 511; Page No. 100; Book No. II; Series of 1946, a copy of which document is herewith attached and made a part of this instrument;

That lot No. 3760, covered by Original Certificate of Title No. 1399 is the object of the Civil Case No. 987 of the Court of First Instance of Iloilo entitled 'Porfirio Geroche, et al., vs. Natividad Escarrilla, et al'.;

That for and in consideration of the premises and of the covenants, agreements and stipulations with Natividad Escarilla, by these presents I waive and renounce any and all rights of actions or causes of actions as well as privileges that I have or may have arising out and/or by virtue of the Deed of Sale hereinabove mentioned such that said Natividad Escarrilla is forever released ana discharged from any and all liabilities under and/or by virtue of said contract.

It is further understood that the result or decision of the Civil Case No. 987 which may either be favorable or unfavorable to me will be taken and conformed to by me without further molesting said Natividad Escarrilla, having been released and forever discharged by these presents.

That said Natividad Escarrilla by these presents renounces and waives her right of redemption and privileges as well as quit-claims against Antonio Mirasol under and/or by virtue of the contract hereinabove mentioned such that Antonio Mirasol is likewise released and forever discharged thereunder.

In testimony whereof, I have set my hand this 15th day of March, 1949, at the City of Iloilo, Philippines.

(Sgd.) Antonio Mirasol
(Sgd.) Natividad Escarrilla
(Conforme)

Signed in the presence of:

(Sgd.) Patrocinio Verdugo (Sgd.) Felipe M. Escarrilla

Republic op the Philippines
City and Province of Iloilo

In the City and province of Iloilo, Philippines, this 15th day of March 1949, personally appeared before me Antonio Mirasol with Residence Certificate No. A-3573173 isoioed on January 5, 1949, at Iloilo City; and Natividad Escarrilla with Residence Certificate No. A-3578401 issued on February 15, 1949, at Iloilo City; both known to me and to me known to be the same persons who executed the foregoing instrument and who both acknowledged to me that the same is their own true free and voluntary act and deed.

Witness my hand and my notarial seal affixed thereto on the date and place first above written.

(Sgd.) Felipe M. Escarrilla

Notary Public Until December 31, 1949.
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S-1949."

Acting upon said urgent motion to stay execution the trial court thru Judge Roman Ibañez denied the same for the reason that said "extra-judicial settlement" was not submitted to the Court of Appeals for resolution, and that the trial court could take no judicial notice of the genuineness of said extra-judicial settlement. Failing to secure a reconsideration of this order of denial, Natividad Escarrilla has filed with us the present petition for a writ of certiorari with prohibition against Judge Ibañez, Antonio Mirasol and the Sheriff of the City of Iloilo, to prohibit the respondent Judge and the Iloilo Sheriff from enforcing the writ of execution, and that a writ of preliminary injunction be issued to restrain said respondent Judge and Sheriff. Upon filing of a bond in the sum of P500, by resolution of May 4, 1954, the writ of preliminary injunction as prayed for was issued.

Under ordinary circumstances, we see no objection to parties litigant entering into transactions, agreements, or compromises regarding a final judgment in their case in court, for or against them, especially when they are apprised of the terms of said decision. If for instance, plaintiff A obtains a final judgment against defendant B, ordering the latter to pay the former the sum of P1,000 with interest and costs, we see no reason why prior to execution of the judgment, A and B could not agree in writing that A waives his rights under the decision because he had already been paid the amount of the equivalent of said judgment, plus other valuable considerations. Such agreement in writing may be used to stop or dispense with the execution, and in the absence of any valid objection, the Sheriff may possibly make a return of the writ of execution to the effect that it had been fully satisfied. The court rendering the judgment may even call the parties for a conference to satisfy itself of the genuineness and regularity of the agreement.

In the present case, however, Annex A, dated March 15, 1949, said to be a mutual quitclaim or renunciation deed, was entered into long before there was a final judgment because the decision of the trial court dismissing the complaint was then pending appeal in the Court of Appeals. In fact there was a final decision only in July, 1953 promulgated by the Supreme Court. In other words, Mirasol was in no position in 1949, to know exactly what he was supposedly releasing Natividad Escarrilla from, because as a defendant he had filed a cross-claim against his co-defendant Escarrilla for P3,150, although the Court of Appeals later awarded him on said cross-claim only P1,575. The same thing may be said of Natividad Escarrilla as to her co-defendant Mirasol although we are not aware of any liability or obligation from which she could be releasing Mirasol because the transaction had between them in relation to the case in court was that she had sold portions of lot No. 3760 to Mirasol for which the latter had paid her in full. So, both Escarrilla and Mirasol, assuming that the latter understood the meaning of the mutual release deed, were merely speculating on the final decision would be. We cannot say that courts look with, favor on that kind of transaction, specially when the parties thereto later expect and call upon the courts to enforce them.

Mirasol is now repudiating this agreement, Annex A, on the ground that there was no consideration therefor and that he did not know the terms thereof because they were not explained to him. We are not prepared to assume that the terms of the document were duly and clearly explained to Mirasol because according to the document Annex A, the notary public who prepared the acknowledgment and who was supposed to explain the meaning of the document, is the same attorney or counsel of Natividad and, owing her loyalty, he could not be expected to be impartial.

Counsel for respondent Mirasol as well as the trial court which denied the motion for stay of execution ask, and

with reason, why this document was not presented to the Court of Appeals that was then considering the appeal, so that it could have been given due consideration in the preparation of the decision.

Considering the stand taken by Mirasol as to the execution of this so-called Quit-Claim Deed, before the courts can give efficacy to the same, especially to frustrate a final decision of this Tribunal, the parties specially Mirasol should be given a hearing so that they may explain the circumstances under which they signed said deed. In addition to what has already been said about said instrument, we have our doubts about the same, particularly the purpose for which it was prepared by Escarrilla, in view of the incident cited by Mirasol in his answer, supported by its annexes. According to the same, a petition on behalf in six persons, one of them Natividad Escarrilla was filed in the Court of First Instance of Iloilo stating that lot 3760, the parcel in question, was subdivided into six portions—lot 3760-A to lot 3760-F and asking that the corresponding certificates of title in favor of the said six parties be issued. Said petition was prepared on October 28, 1952, long after the decision of the Court of Appeals was promulgated on June 14, 1951, whereby Antonio Mirasol was declared the owner of a portion of said lot 3760 particularly 1/2 of 1/4, or 1/8 of the same lot; and yet he was not included in that petition as co-owner of said lot; neither was he notified of said petition. Since there was no opposition to the petition, Mirasol not having been notified, the court aifproved the same and by order of October 29, 1952, instructed the Register of Deeds to cancel the original certificate of title and issue six new transfer certificates of title to the six applicants including Escarrilla.

Upon discovering this anomaly Mirasol petitioned the trial court to reconsider its order and his petition was granted and the order of October 29, 1952 was set aside and the six transfer certificates of title cancelled.

In view of the foregoing, considering the scope and effect of the so-called Quit-Claim Deed marked as Annex "A" of the petition, the circumstances under which it was executed, particularly the date thereof, the claim of Antonio Mirasol that he did not understand the meaning of said deed and that he had not been given an opportunity in a regular hearing to explain his participation in said deed, we believe and hold that the respondent Judge far from abusing his discretion, acted correctly in denying petitioner's motion to stay execution by its order of May 24, 1954 and in further denying the motion for reconsideration of the same. The petition for a writ of certiorari with prohibition is hereby denied, with costs against petitioner. The writ of preliminary injunction heretofore issued is hereby dissolved.

Bengzon, Acting C. J., Padilla, Reyes, A., Jugo, Bautista Angelo, Labrador, Concepcion, and Reyes, J. B. L., JJ., concur.

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