

DIOSDADO STA. ROMANA, PETITIONER, VS. CARLOS IMPERIO. ET AL., RESPONDENTS.*G. R. No. L-17280. December 29, 1965*

Ponente: CONCEPCION, J.

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Appeal, taken by Diosdado Sta. Romana, hereinafter referred to as appellant, from a decision of the Court of Appeals, as amended, insofar as it sentences him to reimburse to Carlos Imperio, hereinafter referred to as appellee, the sum of P8,463, with costs.

On January 6, 1943, Silvio R. Viola, hereinafter referred to as the Principal, executed in favor of his brother, Dr. Jose P. Viola, hereinafter referred to as the Agent, a power of attorney, Exhibit A-l, vesting in the latter the authority to take charge of, manage and administer seven (7) parcels of registered land situated in the municipality of San Miguel, Province of Bulacan, to be converted into a "subdivision" for residential purposes, until all of the subdivision lots therein shall have been sold. It would seem that some of these parcels of land, one of which was known as Lot No. 622 of the Cadastral. Survey of San Miguel, Bulacan, were covered by Transfer Certificates of Title Nos. 19556 and 19559 of said province. On April 26, 1946, the Principal asked the Court of First Instance of Bulacan to order the issuance of a second owner's duplicate of said transfer certificates of title, upon the ground that his duplicates thereof had been lost; but on June 25, 1946, he amended the motion to exclude therefrom TCT No. 19559, his copy thereof having been seemingly located in the meanwhile. Soon, later, or on June 29, 1946, the court granted said motion, as amended, and ordered the Register of Deeds to issue a second owner's duplicate of TCT No. 19556.

Meanwhile, or on June 18, 1946, the Agent had executed, in favor of Pablo Ignacio, a deed (Exhibit A) in which he undertook to sell on installments six (6) lots covered by said TCT No. 19556, with an aggregate area of 3,804 square meters. This instrument (Exhibit A) and the Agent's aforementioned power of attorney (Exhibit A-l) were filed with the office of the register of deeds and annotated on said TCT No. 19556 on July 2, 1946. This notwithstanding, four (4) months later, or on October 18, 1946, the Principal sold a land of about thirty (30) hectares, including said Lot No. 622, to appellant herein (see Exhibit B). A week later, or on October 25, 1946, the latter, in turn, conveyed said land to the appellee, by virtue of the deed Exhibit C, which was filed with the office, of the Register of Deeds on November 4, 1946. Thereupon, TCT No. 19556 was cancelled and, in lieu thereof, TCT No. 28946 issued in appellee's name. On December 14, 1946, appellee sold portions of said lot No. 622 to the following persons, hereinafter referred to as occupants, who had been and were holding, as lessees thereof, the portions respectively purchased by them, to wit:

- 665 sq. m. to Domingo Manabat, Patricia Lopez and Calixta Bautista (to whom TCT No. T-1635 was issued) (Exhibit D) ;

- 600 sq. m. to Conrado Manabat and Eladio Sioson (to whom TCT No. T-1634 was issued);

- Lot No. 14 of Block 13 of the subdivision to Eeynaldo Salvador and Graciano Garcia (to whom TCT No. T-1633 was issued); and

- 682 sq. m. to Hilario de Jesus, Apolonio Pablo and Ismaela

Jimenez (to whom TCT No. T-1632 was issued).

Having failed to take possession of the land sold to him by the Agent, on April 22, 1947, Pablo Ignacio commenced his action in the Court of First Instance of Bulacan, against said occupants, as well as against appellee, appellant, and the Principal, to annul the sales made by the latter to appellant, by appellant to appellee and by appellee to said occupants, as well as for the possession of the land in question and damages.

On May 7, 1947, a pleading was filed, purporting to be defendants' answer, alleging, inter alia, that appellee had, in good faith and for value, purchased said land from appellant in whose name the title to said land was, free from any lien or encumbrance in favor of Ignacio; that the occupants had purchased the portions assigned to them by appellee under similar conditions; that the sale in favor of Ignacio was fraudulent; and that Ignacio knew that said occupants were in possession of said portions, and had a right of pre-emption thereto.

On June 20, 1947, the Principal filed his own answer alleging that the land conveyed by him to Ignacio is different from the one covered by the sale made by the Agent to appellant and that he (the Principal) had instituted Civil Case No. 137 of the Court of First Instance of Bulacan against appellant to annul the aforementioned sale by the Agent.

Subsequently, or on January 5, 1949, appellee, and said occupants filed a cross-claim against the Principal, the Agent and appellant herein. On January 24, 1949, said occupants filed against the appellee, a cross-claim which was amended on October 17, 1949.

In due course, thereafter, the lower court rendered judgment: (I) declaring that Ignacio is the owner in fee simple of the lots in question; (II) ordering the Principal to execute the corresponding deed of final sale thereof to Ignacio; (III) directing appellee to surrender to the register of deeds of Bulacan the owner's duplicate of TCT No. 28948 for its cancellation and the issuance, in lieu thereof, of another certificate in the name of Ignacio; (IV) ordering the above-mentioned occupants to similarly surrender to said register of deeds their respective certificates of title for cancellation thereof; and (V) sentencing:

(a) appellee to refund

1) P2,161.25 to Domingo Manabat, Patricia Lopez and Calixta Batitista;

2) P1,950 to Conrado Manabat and Eliodoro Jimenez;

3) P2,216.50 to Hilario de Jesus and Apolonio and Ismaela Jimenez; and

4) P2,135.25 to Reynaldo Salvador and Graciano Garcia; and

(b) the Principal to pay Ignacio 25% of P6,457.00— representing the price of materials purchased by the latter for the construction of a movie house—in order to compensate for the deterioration and depreciation of said materials, plus P5,000, by way of damages, with costs against the defendants.

Appellee and the occupants appealed from this judgment, which was affirmed by the Court of Appeals on May 20, 1958. On motion for reconsideration filed by appellee, on July 7, 1959, the Court of Appeals rendered an amended decision ordering appellant to reimburse the appellee in the sum of P8,463.00, representing the aggregate amount to be refunded by him (appellee) to the aforementioned occupants, pursuant to the original

decision. Appellant seeks a review thereof as amended. He maintains that the Court of Appeals has erred; (1) in taking cognizance of this case; (2) in amending its original decision without giving him a chance to answer appellee's motion for reconsideration and in entertaining appellee's "supposed" cross-claim; and (3) in sustaining the same, despite the fact that appellee was in in pari delicto.

As regards the first alleged error, it is urged that, in their amended cross-claim herein, the aforementioned occupants had sought to recover the sums of P8,463.00, P45,960.00, P4,700.00, and P80,000.00, or a total of P140,303.00, which was beyond the jurisdiction of the Court of Appeals, when it rendered the decision appealed from, on appeals taken directly from courts of first instance, in civil cases originating therefrom. The fact is, however, that the appellate jurisdiction of the Court of Appeals has been increased by Republic Act No. 2613 (approved on August 1, 1959) from P50,000 to P200,000. Hence, we cannot annul said decision for want of jurisdiction, and entertain the appeal from decision of the court of origin as if it had been taken directly to the Supreme Court, inasmuch as the same now has no such jurisdiction. In fact, upon the passage of Republic Act No. 2613, we have remanded to the Court of Appeals a number of civil cases, pending decision before us, in which the value of controversy did not exceed P200,000, although said cases had been forwarded to us directly by courts of first instance, on appeal taken, from decisions thereof, when the Court of Appeals had exclusive appellate jurisdiction over civil cases involving not more than P50,000.00.

With reference to the second alleged error, suffice it to say that appellant was allowed to and did file a printed motion for reconsideration of the amended decision of the Court of Appeals; that, in said motion for reconsideration, consisting of 62 printed pages, appellant discussed extensively the alleged demerits of appellee's motion for reconsideration; and that, after due consideration thereof, said motion for reconsideration was denied by the Court of Appeals. The demands of substantial justice have, thus been satisfied in said appellate court.

Appellant alleges in support of the third alleged error that appellee had never filed a cross-claim against him and that, at any rate, appellee is not entitled to reimbursement from him because they are in part delicto. Although it is true that the appellee has not filed a cross-claim against the appellant, it is a fact that the occupants had filed a cross-claim against both of them; and that, upon payment to the occupants of the amount of the cross-claim adjudged to be due them, the appellee becomes subrogated into their rights, under said cross-claim, against the appellant. Moreover, it is an elementary principle of law (Articles 1495, 1547 and 1555, Civil Code of the Philippines), as well as of justice and equity, that, unless a contrary intention appears, the vendor warrants his title to the thing sold, and that, in the event of eviction, the vendee shall be entitled to the return of the value which the thing sold had at the time of the eviction, be it greater or less than the price of the sale. In the case at bar, it has been established that the land in dispute was, at the time of the eviction worth at least the sum of P83463, which is the aggregate amount charged by the appellee from said occupants.

Appellant cites Article 1412 of the Civil Code of the Philippines, in support of the view that appellee may not recover said amount from appellant, upon the ground that both are in pari delicto. This provision is part of Title II of Book IV of the Civil Code, on contracts in general and it refers to contract which are null and void ab initio, pursuant to Article 1409 of the Civil Code. The contract between appellant and appellee does not fall, however, under this provision, and is, accordingly, beyond the purview of the aforementioned Article 1412. Said contract is governed by Title VI of the same Book, on Sales in particular, specially by the aforesaid Articles 1495, 1547 and 1555, which are part of said Title VI, regarding breach of the warranty arising from a valid contract of sale, due to the application of Art 1544 of the same title, regulating the effects of double sales. Incidentally, these provisions suggest, also, the remedies available to appellant herein.

Wherefore, the amended decisions appealed from is hereby affirmed, with costs against the appellant. It is so ordered.

Bengzon, C. J., Reyes, J. B. L., Dizon, Regala, Makalintal, Bengzon, J. P. and Zaldivar, JJ., concur.

Decision affirmed.

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