

IN THE MATTER OF THE GUARDIANSHIP OF ANGELA TUAZON DE PEREZ. ANTONIO M. PEREZ AND BENIGNO PEREZ Y TUAZON, PETITIONERS. ANTONIO M. PEREZ, APPELLANT. ANGELA PEREZ DE STALEY, INTE...

G.R. No. L-28114. October 30, 1970

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

Petitioner Antonio M. Perez has filed this appeal from the lower court's orders of April 17, 1967 and May 29, 1967 denying his so-called second motion for partial execution seeking the issuance of an order requiring a third-party, Monserrat Enterprises Co., Inc. to surrender to him five certificates of title over certain properties situated in the City of Manila.

The present case is a companion case of *Armando V. Ampil vs. Hon. Judge Corazon Juliano Agrava, et al.*[1] decided by this Court last July 31, 1970. It will be recalled that in a previous case, *Antonio M. Perez, et al. vs. Angela Tuazon de Perez*,[2] petitioner Perez and his son Benigno had filed in the Juvenile and Domestic Relations Court of Manila this very same special proceeding[3] for the limited objective of seeking the said court's approval of a compromise agreement executed and submitted on May 2, 1958 to the Manila court of first instance purportedly for the settlement of the case filed in that court by Perez against his wife Angela to have her placed under guardianship because of her alleged prodigality. That case was however dismissed by the Manila court of first instance for lack of jurisdiction, which dismissal was affirmed by this Court on appeal.[4] The domestic court, upon Angela's motion, dismissed the proceeding on the ground of lack of jurisdiction over the subject matter. The dismissal order was appealed to this Court by Perez, and pending appeal, the same compromise agreement of May 2, 1958 was submitted anew to this Court in November, 1966, which approved the same in its resolution of November 17, 1966 as follows:

"In L-19711 (*Antonio M. Perez, et al. vs. Angela Tuason de Perez*), the appearance of Atty. A. Pison, Jr., as counsel for respondent-appellee in substitution of Attys. E. G. Tanjuatco & Associates and Atty. Armando V. Ampil, is NOTED; and considering the motion filed by respondent Angela Tuason de Perez by and through her daughter and attorney-in-fact Angela Perez y Tuazon de Staley and assisted by new counsel for said respondent, manifesting (1) that said daughter is her duly authorized attorney-in-fact; (2) that said respondent now confirms the compromise agreement entered into by her husband and her son on May 2, 1958, copy of which is attached to the motion as Annex 'B'; and (3) that said respondent affirms that this compromise agreement was right and proper, THE COURT RESOLVED to approve said compromise agreement."

In the said compromise agreement, Angela inter alia ceded to her husband, Perez, seven real properties of her paraphernal estate situated in Sampaloc, Manila covered by seven separate titles.

In the companion case of *Ampil, supra*, pursuant to a similar so-called motion for partial execution thereafter filed by Perez and his son, Benigno, with the domestic court in February, 1967, said court issued an order requiring

Ampil as the former lawyer of Angela to surrender three titles ceded to them by Angela in the compromise agreement, notwithstanding Ampil's asserted attorney's retaining lien over the said certificates of title. This Court therefore issued at Ampil's instance a writ of certiorari and set aside the domestic court's order disregarding Ampil's asserted lien over the titles and ruled on the effectivity of the compromise agreement likewise invoked in the case at bar, as follows:

"7. Respondents' argument that the compromise agreement was executed since May 2, 1958, over eight years before petitioner's discharge as Angela's counsel and that petitioner as Angela's counsel pursued interests adverse to them and 'sought to obtain the discharge of the compromise agreement' (which, in fact, petitioner successfully blocked until his discharge as counsel) -- implying thereby that petitioner should be held bound by said compromise agreement -- does not change the legal picture. It should be remembered that the said compromise agreement was executed by one Roberto Della Rosa as Angela's attorney-in-fact to settle Civil Case 34626 in the Manila court of first instance; that one of Angela's grounds in denouncing the same was that it was not freely or validly entered into by her representative; and that this Court, speaking through Mr. Justice Reyes, rejected respondents' contention that the Manila court should have held that Angela was in estoppel, by the execution and submittal of the compromise agreement, to question the jurisdiction of said court.

"Subsequently, when the same compromise agreement was sought to be submitted by respondents in the proceedings below for the limited objective of seeking respondent court's approval thereof, said court dismissed the proceedings on the ground of lack of jurisdiction over the subject-matter, since Civil Case No. 34626 of the Manila court which was presumably to be settled amicably by the compromise agreement was dismissed by final decision of that court as affirmed by this Court and 'there was no more case to be settled by compromise.'"

"The only question then appealed to this Court in the second case, No. 19711, was the correctness of respondent court's order of dismissal; if the same was set aside, the case would be remanded to respondent court for trial and hearing on the myriad built-in issues. When pending said appeal and after petitioner's discharge, the same compromise agreement (of dismissed Civil Case No. 34626) was submitted anew in November, 1966, to this Court by her new attorney-in-fact, assisted by new counsel, manifesting inter alia that Angela 'now confirms the (said) compromise agreement', the picture that clearly emerges is that in legal contemplation, Angela and respondents Perezes has then executed a new agreement for the transfer of her said properties to respondents. The transfer of said properties to respondents could in no way be deemed to retroact to over 8 years back on May 2, 1958, when the compromise agreement was originally executed, presumably to settle Case No. 34626 which was eventually dismissed in 1960 for lack of jurisdiction of the Manila court. The transfer of the said properties as provided in the compromise agreement as now confirmed in November, 1966 by Angela and approved by this Court in its Resolution of November 17, 1966 was effective only as of this much later date.

"There can be no question, then, that these properties were exclusively Angela's prior to November, 1966 and that respondents could lay no claim thereto by virtue of the transfers provided in the compromise agreement until after its confirmation by Angela and approval in November, 1966; and that respondents' contention that petitioner could not exercise his retaining lien over the titles which had properly come into his possession during his engagement as Angela's counsel long before November, 1966 is untenable."

The present case involves a so-called second motion for partial execution of the compromise agreement filed by Perez with the domestic court, asking it to order Monserrat Enterprises Co., Inc., a purchaser of five real properties of Angela's (likewise purportedly ceded to him by Angela per the compromise agreement), to surrender to him the titles thereto. The domestic court denied Perez' motion in its orders of April 17, and May 29, 1967 for lack of jurisdiction, and Perez filed this appeal.

1. The appeal has no merit. A recital of the pertinent facts and documents of record readily shows that no error was committed by the domestic court in holding itself without jurisdiction to grant Perez' motion, viz:

(a) On October 29, 1957, Angela (Perez' wife) had sold the five properties covered by T.C.T. 24923, 24924, 24926, 24929 and 24930, of the Registry of Deeds of Manila to Monserrat Enterprises Co., Inc. (hereinafter referred to as Monserrat). These properties pertained to the paraphernal estate of Angela and the deeds of sale were signed by her personally.

(b) Monserrat thereafter took possession of the properties which have remained under its control. However, the deeds of sale executed in its favor by Angela, for unknown reasons, were not registered until after May 2, 1958, the date of the compromise agreement executed between Perez and his son Benigno on the one hand, and Angela on the other, represented by her attorney-on-fact Roberto Della Rosa.

(c) Sometime later, the deeds of sale executed by Angela in favor of Monserrat were registered and new certificates of title, T.C.T. Nos. 53290, 53286, 53287, 53288 and 53289 were issued in Monserrat's name, subject to an annotation of the compromise agreement which in the interval had been annotated on the certificates originally in Angela's name.

(d) Under date of February 6, 1967, after the Court's approval of the compromise agreement in Case L-19711, supra, Monserrat filed a complaint directly with this Court for quieting of its title and damages against Perez and his son, which was dismissed by this Court by resolution of February 22, 1967.[5]

(e) Thereafter, Monserrat filed a separate complaint before the Court of First Instance of Manila raising the question of "intrinsic nullity" of the compromise agreement, which complaint was dismissed by the Manila court. Monserrat's appeal of the dismissal order was dismissed by this Court's resolution of June 26, 1968, by virtue of Monserrat's failure to file the required answer to Perez' motion to dismiss the appeal as well as to submit within the reglementary period the printed copies of the Record on Appeal.[6]

(f) Monserrat duly filed its opposition to Perez' present motion, asserting its right of prior title and ownership to the properties by virtue of their having been sold to it by Angela way back in October, 1957, as well as its right to its day in court and invoking the domestic court's lack of jurisdiction over its person and the subject matter.

(g) The domestic court, as above indicated, denied Perez's so-called motion for partial execution correctly ruling that "(W)hile the Court can take effective steps for the implementation of the compromise agreement, as between the parties to the agreement themselves, it cannot resolve a controversy regarding the title to some of the properties covered by the said compromise agreement between a third person and one of the parties or both parties to the compromise contract. The dismissal of the complaint filed by Monserrat Enterprises, Co., Inc. before the Supreme Court in G.R. No. L-27171 cannot be construed as a ruling against the merits of said company's claim."

If further properly ruled that "(I)n synthesis, therefore, we have a situation where a person (TUASON) has previously sold his property to a second party (MONSERRAT). After the person had been declared an incompetent, the guardianship court approved the transfer of the same property to a third party (PEREZ). Because of the conflict of rights between the second party, on one hand, and the estate of the incompetent and the third party, on the other hand" the situation should be properly resolved in an independent action filed with the regular court of competent jurisdiction since it has no jurisdiction as a guardianship court to determine the ownership of property claimed to belong to the incompetent but likewise claimed by a stranger, and that "(T)he transfer to the third party, approved by the guardianship Court, should be construed only as a transfer of whatever rights the incompetent may have in the property."

(h) During the pendency of this appeal, it was manifested by petitioner Perez to this Court in his motion filed on

October 19, 1968, that on May 18, 1967, the annotation of the compromise agreement appearing in Monserrat's five certificates had been cancelled by Lorenzo Gella as Register of Deeds of Manila, allegedly without any authority from any court; that in a separate action filed by Monserrat against the Register of Deeds, Judge Serafin Cuevas of the Manila court of first instance had enjoined the Register of Deeds from re-storing the annotation of the compromise agreement on Monserrat's titles' and that said properties had thereafter been sold free from any annotation of any adverse claims or liens to five separate purchasers as follows:

"A - Transfer Certificate No. 53286 to Vicente Dy Pangilinan, who now holds in lieu thereof TCT No. 81176.

"B - TCT No. 53287 to Angel Cantada, who now holds in lieu thereof TCT No. 89100.

"C - TCT No. 53288 to Amanda Viray, Julio Viola, and Antonio Viray, in whose favor TCT No. 90782 was jointly issued and who effected a subse-quent partition to this property, among themselves and have caused new titles to be issued so that Amanda Viray holds her share of the property under TCT No. 91109, Julio Viola holds his share of the property under TCT No. 91110 and Antonio Viray who holds his share of the property under TCT No. 91111.

"D - TCT No. 53289 to Aurora Lebron and Alfonso Ayesa in whose favor TCT No. 91727 has now been issued in lieu thereof.

"E - TCT No. 53290 sold to the City of Manila in whose favor TCT No. 936280 now has been issued."

(i) In his said motion, Perez prayed for a writ of preli-minary injunction against Gella and Judge Cuevas to enjoin them from interfering in any way with the annotation of the compromise agreement appearing on the original titles and to order Gella to reinstate said annotation on the new titles of Monserrat's transferees as well as on any other titles issued in lieu thereof. These new parties adversely affected, pursuant to the Court's Resolution to comment, filed their respective oppositions thereto, submitting copies of their respective certi-ficates of title issued in their names and asserting that they acquired clean titles to the properties respectively purchased by them in good faith and for value, and with the Virays further-more asserting the nullity of the cession of Angela's properties to her husband Perez in the absence of any judicial separation of property[7] -- which were duly noted by the Court.

(j) Angela Perez de Staley, daughter of Perez and Angela, and who submitted anew the compromise agreement in Novem-ber, 1966, as Angela's attorney-in-fact, was upon her motion, allowed by the Court's Resolution of January 15, 1970 to inter-vene in the case, upon her allegation that Perez had undertaken to hold the properties awarded to him in the compromise agree-ment in trust, and that the residuary property of the same would belong to the children, Angela Perez de Staley and Benigno Perez. However, no further pleading in intervention appears in the record to have been filed by her.

2. The domestic court thus correctly held itself to be without jurisdiction over the controversy regarding the title to the properties in question between Perez as transferee thereof by virtue of the compromise agreement he had executed with his spouse Angela and Monserrat who claimed prior right thereto by virtue of earlier deeds of sale executed in its favor by Angela personally. Monserrat was a third party who was a stranger to the compromise agreement and could not be bound thereby nor was it subject to the domestic court's jurisdiction. It is beyond dispute that a guardianship court such as the lower court has no jurisdiction to determine or adjudicate the right or ownership of property claimed by the guardian to belong to the incompetent as against a third party nor to order surrender thereof, and that such a controversy would have to be resolved in a separate independent action before a regular court of com-petent jurisdiction.[8] The domestic court's ruling that the cession of the properties in question to Perez by his spouse Angela in accordance with the compromise agreement approved by the Court's resolution of November 17, 1966 in Case No. 19711 was but a transfer of whatever rights Angela might have over

the properties at the time of the transfer, is in accordance with the fundamental principle that one cannot give that which he does not have.

3. Perez' contention that the lower court should have held itself as possessed of jurisdiction to order Monserrat to turnover the titles on the tenuous theory that the November 17, 1966 resolution of this Court in Case No. L-19711, approving the compromise agreement "is conclusive upon the titles referred to in the same. It is a judgment on the specific things and as such is binding on the whole world"[9] is untenable. It completely ignores the fact that no judgment whatsoever was rendered by this Court in said case and that the case then pending before his Court was Perez' appeal from the domestic court's order dismissing this same proceeding for lack of jurisdiction over the subject matter, since "there was no more case to be settled by compromise because the three causes of action involved (in the dismissed court of first instance case) had not been revived" in the special proceeding below (which was filed merely with the limited objective of seeking the domestic court's approval of the same compromise agreement of May 2, 1958 submitted to the Manila court of first instance). As clearly stated in this Court's Resolution of November 17, 1966 in Case L-19711, the Court approved the compromise agreement on Angela's manifestation through her daughter, Angela Perez de Staley, that she "now confirms the compromise agreement entered into by her husband and her son on May 2, 1958"[10] which was eight years after the original date of execution on May 2, 1958. It is self-evident that any transfer of her paraphernal properties which Angela might have executed during the intervening period of eight years could not be and were not passed upon by this Court, all the more so, with regard to transfers that Angela might have executed even before she executed the said compromise agreement on May 2, 1958 as appears to be the case with the sales of the properties in question which she had personally executed in favor of Monserrat since October 29, 1957.

4. Perez' contention that "Monserrat acquired the five titles referred to hereinabove subject to the notice of compromise agreement which was annotated on all its new titles. Monserrat is therefore bound by the order of this Supreme Court approving said compromise agreement"[11] is equally untenable. Whether Monserrat's purchase of the properties was effective as of the date of the execution of the deeds in his favor on October 29, 1957 or only after the registration thereof subsequent to the execution of the compromise agreement on May 2, 1958 is a question that cannot be settled by a mere motion before the guardianship court which has no jurisdiction over the subject matter. The domestic court's lack of jurisdiction over the controversy is further made more evident by the intervening rights of fourth parties, namely, the City of Manila and four other vendees who had in the meantime purchased from Monserrat the five properties free from any and all liens and encumbrances and who hold clean titles thereto in their respective names.

5. While petitioner is free to file his independent action before the regular court of competent jurisdiction with respect to his claim to the properties by virtue of the compromise agreement, it would not be amiss to point out for the purpose of avoiding future needless wasteful litigation that on the basis of the documents submitted to this Court in the companion case of Ampil vs. Agrava, supra, (where Perez was a party respondent), this Court held therein that "(T)he transfer of said properties to respondents could in no way be deemed to retroact to over 8 years back on May 2, 1958, when the compromise agreement was originally executed, presumably to settle Case No. 34626 which was eventually dismissed in 1960 for lack of jurisdiction of the Manila court. The transfer of the said properties as provided in the compromise agreement as now confirmed in November, 1966 by Angela and approved by this Court in its Resolution of November 17, 1966 was effective only as of this much later date." This finding of the Court would hold true and equally apply to the present claims of Perez, absent any new material facts or documents not submitted to the Court in the Ampil case and in the case at bar that would radically alter the facts already of record in all the related cases referred to herein and warrant a contrary conclusion.

ACCORDINGLY, the appealed orders of April 17, 1967 and May 29, 1967 are hereby affirmed. With costs against petitioner-appellant.

Concepcion, C.J., Reyes, J.B.L., Dizon, Makalintal, Zaldivar, Ruiz Castro, Fernando, and Barredo, JJ., concur.
Villamor, J., took no part.
Makasiar, J., on leave.

[1] L-27394.

[2] L-19711.

[3] Sp. Proc. No. 03123, entitled "In the matter of the guardianship of Angela Tuason de Perez."

[4] L-14874, September 30, 1960.

[5] L-27171 Monserrat Enterprises Co., Inc., vs. Angela Tuazon de Perez et al.

[6] L-28731, "Monserrat Enterprises Co., Inc., vs. Angela Tuason de Perez et al."

[7] Citing Arts. 133 and 1490 of the Civil Code.

[8] Cui vs. Piccio, 91 Phil. 712 (1952); see Rule 96, sec. 6; 3 Moran's Comments (1970 Ed.) 565, Modesto vs. Modesto, 195 Phil. 1066 (1959).

[9] Appellant's Brief, p. 32.

[10] Emphasis furnished.

[11] Appellant's Brief, pp. 31-32.

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