

ROMEO N. HERNANDEZ, PETITIONER, VS. HON. JOSE C. COLAYCO AS JUDGE OF THE COURT OF FIRST INSTANCE OF MANILA, BRANCH XXI AND ANTONIO M. NON, RESPONDENTS.

G.R. No. L-39800. June 27, 1975

Ponente: BARREDO, J.

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BARREDO, J.:

Petition for certiorari and prohibition praying for the setting aside of respondent court's order of September 12, 1974 in its Civil Case No. 90723, entitled Antonio M. Non vs. Romeo N. Hernandez, as well as the order denying reconsideration thereof, and to enjoin the same court from further acting on the motion of private respondent Non to cite herein petitioner Hernandez for contempt.

On July 6, 1973, the trial court rendered the following decision:

"The parties, through their counsel, submitted the following compromise agreement:

COME NOW the plaintiff and defendant, assisted by their respective counsels in the above-entitled case, and unto this Honorable Court most respectfully submit the following Compromise Agreement:

"1. That the defendant is the true and absolute owner of a parcel of land situated in the City of Manila, covered by Transfer Certificate of Title No. 105307 of the Register of Deeds for the City of Manila, particularly described and bounded as follows:

'UN TERRENO (lote No. 30, Block No. 3, 'MANILA SECTION', del plano de subdivision Psd-1059, parte del Lote No. 2, Block No. 101, de la medicion cadastral de la Ciudad de Manila, G.L.R.O. Record Cadastral No. 135), situado en el Distrito de Santa Ana, Ciudad de Manila. Linda por el No con el Lote No. 32, Block 3; por el NE, con el Lote No. 31, Block No. 3; por el SE con los Lotes Nos. 28 y 27, Block No. 3, Partiendo de un punto marcado '1' en el piano, cuyo punto se halla al S. 8 gds. 03'E., 545.75 mts. del mojon de Localizacion de la Oficina de Terranos No. 46; y desde dicho punto 2; de aqui N. 44 gds. 12'E., 16.00 mts. al punto 3; de aqui S. 45 gds. 48'E., 10.00 mts. al punto 4; de aqui S.44 gds. 12'O., 5.00 mts. al punto 5; de aqui S.44 gds. 12'O., 11.00 mts. al punto de partida, midiendo una extension superficial de CIENTO SESENTA METROS CUADRADOS (160.00), mas o menos....'.

2. That the defendant shall sell to the plaintiff that portion of the above-described parcel of land now being occupied by the plaintiff with the measurements of 8 and 5/6 meters in width and 10 meters in length, with a right-of-way of 3 meters in width by 7 and 1/6 meters in length, for the sum of ELEVEN THOUSAND SIXTY TWO (P11,062.00) PESOS payable under the following terms and conditions:

"(a) A down payment of FIVE THOUSAND (P5,000.00) PESOS consisting of the following:

The sum of P500.00 advanced by the plaintiff to the defendant on March 5 and March 23, 1973;

The sum of P4,000.00 deposited in cash by the plaintiff with the court as per OR No. 544288 of the Clerk of Court dated May 11, 1973;

The sum of P500.00 to be paid within fifteen (15) days from signing of this Compromise Agreement.

(b) The balance of P6,062 shall be due and payable within a period of ONE (1) YEAR from signing of the Compromise Agreement, payment of which shall be secured by a Real Estate Mortgage to be incorporated in the Deed of Sale of the above-stated lot.

(c) That the condition of the mortgage shall be that failure of the plaintiff (Vendee) to pay the balance of P6,062.00 within the period of ONE YEAR as above stated, said mortgage shall remain binding and the property shall be subject to foreclosure in the form and manner provided by law.

3. That upon the payment of the P500.00 and the withdrawal and delivery to the defendant of the P4,000.00 from the Clerk of Court, the defendant shall execute a Deed of Sale with Mortgage in favor of the plaintiff of the portion of the parcel of land described in Par. No. 2 herein, subject to the terms and conditions above-stated.

4. That the plaintiff and the defendant shall pay in equal shares the expenses for the subdivision and registration of all the documents in order to obtain the corresponding titles;

5. That the right-of-way above-mentioned shall be exclusively used as a right-of-way and for no other purposes, whatsoever.

6. That any portion of the house presently erected in the remaining portion of the lot as of the signing of the Compromise Agreement which are now abutting or extending to the lot being sold shall be respected.

7. That both parties waived their claim against each other for attorney's fees and costs;

8. Failure of either party to comply with the foregoing Compromise Agreement, the aggrieved party shall be entitled to a Writ of Execution.

P R A Y E R

WHEREFORE, it is hereby most respectfully prayed that the foregoing Compromise Agreement be approved; and that the same be incorporated in a decision to be rendered by this Honorable Court in the above-entitled case.

WHEREFORE, finding the above-agreement not contrary to law, the same is approved and judgment is hereby rendered in accordance therewith. The parties are enjoined to comply with the terms thereof." (Pp. 15-17, Rec.)

Pursuant to this decision, petitioner executed on August 11, 1973 a Deed of Sale with Mortgage in favor of respondent Non pertinently providing thus:

"That the VENDOR is the absolute owner of a parcel of land situated in the City of Manila, covered by Transfer Certificate of Title No. 105307 of the Register of Deeds for the City of Manila, particularly described and bounded as follows:

'UN TERRENO (Lote No. 30, Block No. 3, MANILA SECTION, del plano de subdivision Psd-1059, parte del Lote No. 2, Block 101, de la medicion cadastral de la Ciudad de Manila, G.L.R.O. Record Cadastral No. 135), Ciudad de Manila Linda por el NO con el Lote No. 32, Block 3 por el NE, con el Lote No. 31, Block No. 3; por el SE con los lotes Nos. 28 6 27, Block No. 3, Partiendo de un punto marcado "1" en el plana, cuyo punto se halla el / S.8 gds. 93'E., 545.75 mts. del mojon de localization de la Oficina de Terranos No. 46; y desde dicho punto "1" No. 45 gds. 48'0., 10.00 mts. al punto 2; de aqui No. 44 gds. 12 E., 16.00 mts. al punto 3 de aqui S.45 gds. 48'E.,10.00 mts. al punto 4 de aqui S.44 gds. 12'0., 5.00 mts. all punto 5; de aqui S. gds. 12'0., 11.00 mts. al punto de partida, midiendo una extension superficial de CIENTO SESENTA METROS CUADRADOS (160.00), mas o menos x x x'

That for and in consideration of the sum of ELEVEN THOUSAND SIXTY TWO (P11,062.00) PESOS, Philippine Currency, part payment of which in the amount of FIVE THOUSAND (P5,000.00) PESOS is hereby acknowledged to have been received by the VENDOR, and the remaining balance of SIX THOUSAND SIXTY TWO (P6,062.00) PESOS to be paid on or before July 5, 1974 the VENDOR hereby sells, transfers and conveys to the VENDEE, his heirs, successors, or assigns a portion of the above-described parcel of land now being occupied by the VENDEE with a measurement of 8 and 5.6 meters in width and 10 meters in length, with a right-of-way of 3 meters in width by 7 and 1/6 meters in length, as per subdivision plan approved by the Bureau of Lands, a copy of which is hereto attached and made an integral part hereof." (Pp. 18-19, id.)

In addition, a subdivision plan was prepared at the instance of the same respondent indicating that the land referred to in the compromise agreement and decision had been divided into two subdivision lots numbered 30-A and 30-B, with the latter measuring 110 square meters, more or less, and the former 50 square meters, more or less, but without any mention of the 7-1/6 meters by 3 meters of right of way stipulated in the compromise agreement, the decision and the deed of absolute sale with mortgage. Because of this omission, petitioner refused to give his conformity to the subdivision plan, to release the mortgage, notwithstanding that the conditions thereof had already been complied with, and to deliver to respondent the title of the land for registration of the sale.

Subsequently, upon motion of respondent, the trial court issued the order in question reading as follows:

"The Court rendered judgment on July 6, 1973 based on a compromise agreement between the parties, whereby the defendant agreed to sell to the plaintiff a portion of the parcel of land described in the complaint, with a right-of-way. A subdivision plan was duly prepared and approved by the Land Registration Commission dividing the property into Lot of 30-A and Lot 30-B, and a deed of sale with mortgage was subsequently executed by the defendant transferring Lot 30-B to the plaintiff. The plaintiff has paid in full the mortgage-obligation.

The plaintiff has filed a motion to compel the defendant to deliver to him the owner's duplicate copy of T.C.T. No. 105307 of the land records of the City of Manila in order that the registration of the deed of sale may be accomplished and the deed of cancellation of the mortgage constituted on the property sold to him. The defendant has filed in opposition to the motion on the ground that the subdivision plan does not indicate the right-of-way. The opposition is not without merit, for the compromise agreement specifies that the right-of-way above-mentioned shall be exclusively used as a right-of-way and for no other purposes, whatsoever (par. 5). On the other hand, the demand of the defendant that the plaintiff be required to submit another subdivision plan indicating the right-of-way will entail additional expenses and would not be necessary to carry into effect the intention of the parties. The parties could have inserted this condition in the deed of sale which they executed on August 11, 1973 with the same effect.

"WHEREFORE, the plaintiff is hereby directed to execute within ten (10) days a supplement to the deed of sale executed by the defendant in his favor on August 11, 1973, stating that the strip of land measuring 3 m. by 7.16 m. comprised between points 1, 2, 7 and 8 in the subdivision plan of Lot 30-B, LRC Psd-186416 shall be 'exclusively used as a right-of-way and for no other purposes whatsoever', and to deliver the same to the defendant. The defendant shall affix his signature and deliver it back to the plaintiff within five (5) days, together with the owner's duplicate of T.C.T. No. 105307 and the cancellation of the mortgage constituted on the property sold to the plaintiff." (Pp. 42-43, Record.)

Petitioner moved for reconsideration but His Honor denied the motion on October 18, 1974. As may be gleaned from said motion, particularly paragraph 9 thereof reading:

"9. The inclusion of the right of way in the portion sold to plaintiff, as shown in the subdivision plan is contrary to the provisions of Art. 630 of the New Civil Code which states:

'ART. 630. The owner of the servient estate retains the ownership of the portion on which the easement is

established, and may use the same in such a manner as not to affect the exercise of the easement'.

The right of way should, therefore, form part of the lot remaining to the defendant (Vendor in the Deed of Sale) which is the servient estate, and not with the plaintiffs portion (Vendee's lot) which is the dominant estate. (ART. 613 N.C.C.)

Therefore, to validate the subdivision plan would be contrary to the findings, as well as, to the rules and regulations of the LRC; to the intention of the parties as provided in the Deed of Sale; and to the provisions of the New Civil Code." (Page 47, Record.)

what petitioner really wants is not only to have the subdivision plan indicate the right of way, but for said plan to be made in such a way that it would readily show that the "strip of land" in dispute remains to be his property and that it was not included in the sale to respondent. In other words, petitioner's position is that the compensation of P11,062.00 paid by respondent includes only the use of the right of way but not the ownership of the strip of land covered thereby.

On the other hand, respondent must have felt that the questioned subdivision plan is as it should be, since it shows that there is a passage leading to the road from the inner lot, which he presumably considered to indicate the intended right of way. And so, impatient at petitioner's continued refusal to comply with the above order of the court, he filed a motion, under date of November 12, 1974, to declare petitioner in contempt of court. According to the petition, copy of this motion was received by petitioner on November 20, 1974, on which date, he filed a "Notice & Manifestation" advising the court that he would seek redress in this Court and asking that he be given time to do so before any action is taken on the motion for contempt. In an order dated November 29, 1974, the court gave defendant up to December 10, 1974 to secure a restraining order against it. Effectively, the petition was filed on December 11, 1974. But as no restraining order was issued by Us, for instead, on December 18, 1974, We merely resolved to require respondent judge to state what legal impediment there is to granting petitioner's prayer that the right of way be annotated in the subdivision plan, on December 20, 1974, the trial court, without informing itself as to the action We had taken on the petition, proceeded to resolve the contempt incident and forthwith issued an order finding petitioner guilty and imposing upon him a fine of P200 with subsidiary imprisonment. Upon motion of petitioner, on January 9, 1975 We issued a restraining order against the enforcement of the contempt judgment.

This is not the first unfortunate instance that a compromise judgment of a trial court has given rise to subsequent prolonged controversy, only because the trial judge failed to exercise the required degree of care in seeing to it that neither ambiguity nor incompleteness of details should characterize the agreement, much less the judgment rendered on the basis thereof.[1] The expressed desire of the parties to end their judicial travails by submitting to a compromise deserves the utmost attention from the court, and no effort should be spared in helping them to arrive at a definite and unequivocal termination of their problems and differences. It is high time that the matter-of-fact treatment usually accorded by trial courts to motions to approve compromises were abandoned in favor of the more positive activist attitude the situation demands. In acting in such a situation, the judge should bear in mind that the objective is to end the disagreement between the parties, not to begin a new one. Thus, if the parties and their counsel are unable to do it, the judge is expected to assist them in attaining precision and accuracy of language that would more or less make it certain that any dispute as to the matters being settled would not recur, much less give rise to a new controversy. In the case at bar, while We cannot say that the directive of respondent judge embodied in his impugned order of September 12, 1974 is entirely erroneous, much less totally baseless, from a consideration however of all the attendant circumstances as discussed by counsel at the hearing before this Court and reflected in the records of the proceedings below, it is evident that respondent judge failed to perceive the decisive issue brought about by the unprecise and inaccurate terminology of the compromise agreement. Had

due attention been given to the aforequoted allegations in petitioner's motion for reconsideration of October 2, 1974, the instant proceedings would have not been necessary and renewed animosity between the parties and additional expenses on their part could have been avoided.

A reading of the compromise agreement quoted textually in the trial court's decision approving the same readily reveals that the language employed therein to the effect that "the defendant shall sell to the plaintiff that portion of the above-described parcel of land now being occupied by the plaintiff with the measurement of 8 and 5/6 meters in width and 10 meters in length, with a right of way of 3 meters in width and 7 and 1/6 meters in length" for the sum of P11,062.00 does not adequately express the intent of the parties as to who would be the owner of the land itself to be subjected to the right of way. It is precisely such ambiguity that spawned the present litigation. The assailed order of September 12, 1974 does direct that a supplement to the deed of sale be executed to make it clear that "the strip of land (in dispute) measuring 3 meters by 7 and 1/6 meters comprised between points 1, 2, 7 and 8 in the subdivision plan of Lot 30-B, LRC Psd-186416 shall be exclusively used as a right of way and for no other purpose whatsoever," but considering the observation made in the same order that the preparation of a new subdivision plan would only "entail additional expenses and would not be necessary to carry into effect the intention of the parties," it is rather obvious that, as far as the trial court was concerned, it was sufficient for the protection of the rights of petitioner that the fact that the right of way agreed upon by the parties shall be exclusively for such purpose and "no other . . . whatsoever" should be explicitly stated in a supplementary deed of sale. Parenthetically, respondent judge did not even deem it necessary to provide that the right of way be annotated in the title, assuming perhaps that this could be already taken for granted by the Register of Deeds.

Plainly then, respondent judge failed to grasp the root of the problem and consequently got lost in resolving the conflicting claims of the parties. No wonder, the order in question is inadequate. It has not decided what ought to have been decided. Therefore, it is incapable of being final. Necessarily, said assailed order must be rectified.

The said order is in the nature of a supplemental judgment resolving conflicting claims of the parties as to how the main judgment itself should be construed and executed. Understandably, immutability for purposes of execution does not attach to a judgment that is materially equivocal or which suffers from either patent or latent ambiguity.[2] In the instant case, there being an issue of fact involved in the controversy regarding the exact meaning of the compromise judgment, namely, whether or not the land covered by the right of way was itself sold by petitioner, the trial court was under the inescapable obligation to resolve that issue, since without that point being decided, the rights of the parties would remain in doubt. And particularly because the main judgment was one based on compromise, everyone concerned, especially the court, should have made it certain that as much as possible every issue was fully understood and every detail duly attended to. To reiterate, they should have seen to it that what they were doing would put finis to the litigation, rather than leave possibilities open for a new one. Indeed, that the point as to who would own the "strip of land" covered by the stipulated right of way should not have escaped consideration from the outset. Verily, petitioner had good ground for insisting that the subdivision plan should indicate the right of way, and even more so, the title, but neither the subdivision plan nor the title could be rightly made to evidence such fact until the question of ownership of the land were definitely settled. This omission is the reason why the order in question could not satisfy the anxiety of petitioner. Thus, We are left with no alternative but to return this case to the court below for the key finding of fact as to what was the real intention of the parties regarding the ownership of the strip of land to be covered by the right of way, that is, if it was included in the sale. The Court's admonition in *Montelibano vs. Director of Lands*, 21 Phil. 449, seems apropos:

"Without the concrete relation or statement in the judgment of the facts alleged and proved at the trial, it is not possible to pass upon and determine the issues raised in the litigation, inasmuch as when the facts held to be proved are not set forth in a judicial controversy, it is impossible to administer justice, to apply the law to

points argued, or to uphold the rights of the litigant who has the law on his side.

"It is not sufficient that the court or trial judge take into account the facts brought out in an action or suit, the circumstances of each question raised, and the nature and conditions of the proofs furnished by the parties. He must also set out in his decision the facts alleged by the contending parties which he finds to have been proven, the conclusions deduced therefrom, and the opinion he has formed on the issues raised: then only can he intelligently set forth the legal grounds and considerations proper in his opinion for the due determination of the case.

"This principle was repeatedly established in the cases of Braga vs. Millora (3 Phil. Rep., 458), Enriquez vs. Enriquez (3 Phil. Rep., 746), City of Manila vs. Insular Government (9 Phil. Rep., 71), and Alindogan vs. Insular Government (15 Phil. Rep., 168).

"In the judgment appealed from, no clear and concise statement is made of the facts alleged by the parties and held as proved by the trial judge, and therefore the provisions of the law have not been complied with, since the findings of law and the judgment of the court lack the necessary and indispensable foundation, and the conclusions contained in the judgment are not sufficient to serve as a basis therefor."

With respect to the other impugned order of December 20, 1974 finding petitioner guilty of contempt for disobeying the order of September 12, 1974, it goes without saying that the same may not now be enforced, it appearing that the order on which it is based is, as just discussed, incomplete in the sense that it is indefinite as to the real matter in dispute between the parties.

But the foregoing is not all there is to this case. Equally deserving the Court's attention is the rather unexpected attitude of respondent judge relative to Our resolution of December 18, 1974. We cannot leave unnoticed the obvious unconcern, if not impatient reaction discernible in the supposed "compliance" with said resolution submitted by respondent judge under date of January 3, 1975. It is but proper that trial judges should understand that resolutions of the Supreme Court calling for further information from inferior tribunals are not made on the spur of the moment but after due consideration of the whole record and adequate study and deliberation. Withal, they must be made aware that they come from superior authority and may not be treated with nonchalance and indifference. What is more, they are adopted for the purpose of serving the ends of justice and must perforce be accorded every measure of cooperative response from everyone concerned. The tenor, therefore, of the so-called "compliance" in this case falls far short of the deference that becomes any reference to resolutions of the Supreme Court. The use of the word "respectfully" in a statement presented before any court has to be compatible with the import of such statement as a whole in order to convey the real attitude intended.

From the very first time the Court deliberated on the petition on hand, there was an immediate consensus that while the need for a remedy was apparent, to give due course to it would entail more time, effort and expense from which everyone concerned could be spared, if the Court could just suggest to the trial court to give its impugned actuation a second look, trusting that if it did so, respondent judge would see his way clear to making proper and adequate rectification so that his action may be more conformable with the facts, law and justice.

In this connection, it may be stated that, pending the forthcoming renovation and updating of the judiciary laws and the Rules of Court, in an effort to cope with the heavy load of matters it has to attend to, both judicial and administrative, the Court has found it imperative to device ways and means of remedying actuations and situations complained of without necessarily adhering strictly to the rigorous and technical procedures prescribed in existing rules. In the exercise of its inherent plenary judicial powers, and with the end in view of settling a matter in dispute, specially if purely procedural, with dispatch, albeit observing at the same time the basic requirements of due process, the Court may issue directives, sometimes direct, sometimes indirect, if the latter way appears necessary so as to avoid hurting the sensibilities of those from whom compliance may be required,

which may not be exactly in line with traditional norms. Indeed, it was with these considerations in mind, that after going over the petition in this case, We issued the following resolution:

"Acting on the petition for certiorari to set aside respondent court's order of September 12, 1974 in Civil Case No. 90723, the Court resolved, without giving due course to the petition, to require respondent Judge to state, within five (5) days from notice hereof, what legal obstacle there is to granting petitioner's apparently well-grounded demand that the right of way in question be clearly indicated in a new subdivision plan, to avoid the possibility of misunderstanding and another litigation in the future, even if additional expenses will have to be incurred by respondent, who seemingly appears to have secured approval of the original subdivision plan without due notice to the petitioner." (Page 57, Record.)

Evidently unaware of the spirit and underlying purpose of Our resolution, which was to hint to him that the Court should be spared of additional work if he could only revise, without any mandate on Our part, his order so that a more suitable and iron-clad understanding may be forged between the parties, respondent judge filed a so-called "compliance" thus:

"In compliance with the resolution of this Court, notice of which was received by the undersigned on December 27, 1974 at 2:55 in the afternoon requiring respondent judge to state, within five (5) days from notice hereof, what legal obstacle there is to granting petitioner's apparently well-grounded demand that the right of way in question be clearly indicated in a new subdivision plan, to avoid the possibility of misunderstanding and another litigation in the future, even if additional expenses will have to be incurred by respondent, who seemingly appears to have secured approval of the original subdivision plan without due notice to the petitioner, it is respectfully stated that, aside from the reason given in the order of September 12, 1974, the said order has become final, it appearing from the record that the petitioner Romeo N. Hernandez received copy of the same on September 25, 1974, and that he received the order denying his motion for reconsideration, filed on October 3, 1974, on November 4, 1974." (Page 71, Record.)

Two things are at once obvious from this abbreviated and curt one-paged "compliance". Apparently unaware that his order in question had missed the essence of the dispute submitted for his resolution and that he had thus failed to determine what ought to have been settled, for which reason his said order could never acquire any character of finality, respondent judge must have felt that he had sufficiently done his duty by issuing it, and as if to chide Us for not reading it, he must have also thought it was enough for him to casually tell Us that everything We want to know is already there. Secondly, one gets somehow the impression that respondent judge feels that compliance with resolutions of this Court is an added burden he is not under obligation to bear, what with the multifarious other duties he is performing, hence an effortless matter-of-fact response as he has submitted, is all We deserve, and that it is already up to Us what to make of it in the performance of Our own duty of resolving the controversy born of his impugned order.

For the Supreme Court to view such reactions to its resolution indifferently is to confess impotence in the face of what might be deliberate arrogance of an inferior court judge. Of course, the assumptions of the above "compliance" are uncalled for and unwarranted as its tenor and content leave much to be desired from a judge whose actuation is being assailed before Us. Under these circumstances, We deem it necessary to make the admonition that henceforth any similar conduct amounting to lack of proper respect for and due and needed cooperativeness with resolutions of the Supreme Court will be dealt with differently, to the end that the dignity of the Court may be preserved and the more expeditious administration of justice be achieved.

IN VIEW OF ALL THE FOREGOING, the orders of respondent judge of September 12, 1974, October 18, 1974 and December 20, 1974 are hereby set aside and rendered without force and effect and the restraining order against the enforcement of the last mentioned order is hereby made permanent. Respondent judge is ordered to hold further proceedings and to receive evidence on and to determine the issue of fact of whether or not the strip

of land itself covered by the right of way of 3 m. by 7 and 1/6 m. agreed upon by the parties was intended to be sold and, therefore, to be included in the deed of sale in favor of respondent dated August 11, 1974. No costs.

Fernando, Chairman, Antonio, Concepcion, Jr., and Martin, JJ., concur.

[1] *International Hotel vs. Hon. Elias Asuncion*, Hon. Elias Asuncion, Hon. Jorge Coquia et al., G.R. No. L-39669, March 10, 1975.

[2] See discussion in *Republic vs. De los Angeles, et al.*, 41 SCRA 422.

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