

RICARDO P. PRESBITERO, PETITIONER-APPELLANT, VS. THE HONORABLE COURT OF APPEALS AND HELEN CARAM NAVA, RESPONDENTS-APPELLEES.

G.R. No. L-34241. May 28, 1984

Ponente: RELOVA, J.

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RELOVA, J.:

Petitioner is the executor of the estate of Esperidion Presbitero under Special Proceeding No. 9236 of the then Court of First Instance of Negros Occidental.

On June 15, 1963, as such executor, he filed with the then Court of First Instance of Negros Occidental a complaint which was docketed therein as Civil Case No. 7011 against herein respondent Helen Caram Nava, praying that judgment be rendered:

"(a) Ordering the defendant to pay to the plaintiff the sum of P32,102.55 with legal interest from the filing of this case, as the net value of the sugar of the Estate of Esperidion Presbitero, that she took from the Ma-ao Sugar Central and sold without waiting for the courts to decide by the final judgment whether she had legally acquired the ownership of the sugar quotas that the Provincial Sheriff had sold at public auction;

"(b) Ordering the defendant to vacate the two (2) hectares of palay land within Lot 608 of Valladolid that is in her possession, and to pay to the plaintiff the value of the products or fruits of the said two (2) hectares at the rate of 25 cavans of palay per hectare per year from October 19, 1960 until she vacates the said land;

"(c) Ordering the defendant to pay to the plaintiff the sum of P23,000.00 as damages and attorney's fees, plus an additional P2,000.00 if this case should reach a higher court; from all of which the plaintiff may deduct the sum of P17,500.00 in lieu of a 7-hectare portion of Lot 608 of Valladolid, and the damages awarded to her by the Court of Appeals in Civil Case No. 3492 of this Court;

"(d) The plaintiff further prays for all other remedies to which he is entitled in law and in equity, with costs to the defendant." (pp. 4-5, Petitioner-Appellant's Brief)

In her Amended Answer respondent Nava, among others, alleged that the decision of the Supreme Court in G. R. No. L-19527, "declaring null and void the deed of sale executed on November 7, 1960, by the Provincial Sheriff in favor of the herein defendant of the sugar quota allocations above-mentioned, had the effect of reviving, as it has revived, the now final decision of the Hon. Court of Appeals in CA-G.R. No. L-20879-R wherein Esperidion Presbitero was ordered to:

'execute in favor of the plaintiff, within 30 days from the time this judgment becomes final, a deed of reconveyance Lot No. 788 of the cadastral survey of Valladolid, free from all liens and encumbrances, and another deed of reconveyance of a 7-hectare portion of Lot No. 608 of the same cadastral survey, also free from all liens and encumbrances, or, upon failure to do so, pay to the plaintiff the value of each of the said properties, as may be determined by the Court a quo upon evidence to be presented by the parties before it. The defendant is

further adjudged to pay to the plaintiff the value of the products received by him from the 5-hectare portion of Lot No. 608 which has remained in his possession, equivalent to 25 cavans of palay per hectare every year, or 125 cavans yearly, at the rate of P10.00 per cavan, from 1951 until possession of said 5-hectare portion is finally delivered to the plaintiff, with legal interest thereon from the time the complaint was filed; and to pay to the plaintiff the sum of P1,000.00 by way of attorney's fees, plus cost';

and prayed that:

'b) The plaintiff be ordered to reconvey unto the defendant seven hectares of Lot 608 of Valladolid Occidental Negros;

'c) The plaintiff be sentenced to pay the defendant the sum of P22,662.02 representing the balance of the amount that Esperidion Presbitero should have paid the defendant according to the decision Annex 'A' of the answer, and P13,000.00 as damages and attorney's fees, and treble the cost of this proceeding.' " (pp. 5-7, Petitioner- Appellant's Brief)

On May 31, 1965, the trial Court rendered a decision, the dispositive portion of which reads:

"The Court does not see any justification in plaintiff's claim for damages simply because if the defendant did not sell the sugar rental at an early date, same sugar could have been sold at the maximum price of sugar prevailing in 1963. It should be borne in mind that if the plaintiff or his father had complied with the judgment rendered by the appellate Court by paying the defendant the sum of P17,500.00 as demanded by her and implemented in a writ of execution, the plaintiff would have received the rental due the estate in the year 1962 and the chances are that the plaintiff would have sold the same sugar rental in the very same month the said sugar rental was sold in the month of April 1962.

"As a matter of fact, the subsequent litigation in the appellate Court for certiorari and the issuance of the preliminary writ of injunction was a blessing in disguise in favor of the plain-sic. (plaintiff) sugar rental corresponding to the year 1962 was not sold earlier and waited until the sugar rentals corresponding to the year 1962 were sold at the maximum price of about P46.00 in the year 1963. The plaintiff should thank the defendant for the action taken by her. Any other creditor who obtained a judgment in his favor would have done the same action as the defendant did in securing a writ of execution when the debtor failed to pay his obligation.. The plaintiff or his father could have easily paid the defendant the amount of P17,500.00, taking into consideration that the value of the estate of the plaintiff or his father is worth over a million pesos. Furthermore, the defendant in selling the quota in public auction and selling later the sugar rentals collected by her, did in good faith because her action was undoubtedly supported by Branch V of this Court.

"With respect to the second issue, the Court believes that inasmuch as the defendant has already signified in writing and approved by the Court that she had chosen to receive the amount of P17,500.00 in lieu of the delivery of 7-hectare portion of Lot 608, Valladolid Cadastre, said choice of the defendant should stay undisturbed. It should be recalled that if delay there was in the delivery of the 7-hectare portion of Lot 608 it was due to the segregation, survey and approval by the Director of Lands in the subdivision plan. Failure to deliver the 7-hectare portion was not a deliberate refusal of plaintiff and his predecessor. And defendant formally demanded the payment of P17,500.00 in lieu of the said portion of land. Indeed, plaintiff was rather remiss in not paying promptly the said amount. Plaintiff's requirement to have the defendant present a claim in the intestate proceeding of the late Esperidion Presbitero is unnecessary inasmuch as the obligation to pay arose before the death of the deceased and the plaintiff could have included the judgment amount in his inventory, for which he was and is in duty bound to pay without resorting to the cumbersome and impractical adherence to rules and technicalities of the law. Evidently, defendant did not file her claim in the intestate proceeding because lately she preferred to take delivery of the 7-hectare portion of Lot 608, after realizing that the value of the land had risen. This Court does not sanction a seesaw stand in this particular issue. Defendant is estopped to take delivery of the lot, the moment she filed in Court her preference to be paid P17,500.00 in

lieu of said portion of land.

"All the judgment amounts stated in the decision of the Court of Appeals in Civil Case No. 3492 which plaintiff should pay to the defendant, including the P17,500.00 value of the 7-hectare portion of Lot 608 should be offset from the amount of P19,917.70 proceeds of the sugar rental sold by the defendant." (pp. 7-10, Petitioner-Appellant's Brief)

The foregoing judgment was appealed to the Court of Appeals which rendered a decision with the dispositive portion as follows:

"WHEREFORE, the decision is affirmed as regards the appeal of the plaintiff, Ricardo P. Presbitero, and reversed as to the appeal of the defendant Helen Caram Nava. The plaintiff-appellant is hereby ordered to reconvey to the defendant-appellant the portion of seven hectares of Lot No. 608 of the Cadastral Survey of Valladolid, Negros Occidental and to deliver to her the possession of five hectares of said portion which has remained with the plaintiff and to pay the defendant-appellant 125 sacks of palay a year from 1951, representing the products received by Esperidion Presbitero and, after his death, by his estate, or pay to said defendant-appellant the current price thereof, until said possession is finally delivered to Helen Caram Nava and to pay the costs." (pp. 10-11, Id.)

In this appeal before Us, petitioner submits that respondent Court of Appeals erred in altering or modifying a judgment which has not only been final and executory but has also been executed in part and prayed "that the decision of the respondent Court of Appeals be reversed, and that the judgment in CA-G.R. No. 20879-R (Civil Case No. 3492 of the Court of First Instance of Negros Occidental), in so far as reconveyance of Lot No. 788 and 7 hectares of Lot 608, both of the cadastral survey of Valladolid, Negros Occidental, be declared as having (been) satisfied, and that the value of the palay which the petitioner appellant has been ordered to pay be fixed at the rate of P10.00 per cavan in accordance with the judgment in said CA-G.R. No. 20879-R; it being further prayed that the petitioner-appellant be granted such other and further relief as may be deemed just and equitable, under the premises." (pp. 1-2, Respondent-Appellees Brief)

On March 23, 1972, the Court gave due course to the petition "only and solely with respect to the legal issue of whether that portion of the judgment in CA-G.R. No. 37027-R which reads:

'... The plaintiff-appellant is hereby ordered to pay ... the defendant-appellant 125 sacks of palay a year from 1951, representing the products received by Esperidion Presbitero and, after his death, by his estate, or pay to said defendant-appellant the current price thereof...'

has modified that portion of the judgment in CA. G.R. No. 20879-R which reads:

'... The defendant is further adjudged to pay the plaintiff the value of the products received by him from the 5-hectare portion of Lot No. 608, ... equivalent to 25 cavans of palay per hectare every year, or 125 cavans yearly, at the rate of P10.00 per cavan. . . ' " (p. 195, Rollo)

Private respondent Helen Caram Nava submits the proposition that:

"The Honorable Court of Appeals did not modify or alter substantially the decision in CA-G.R. No. 20879-R (Civil Case No. 3492 of the Court of First Instance of Occidental Negros) when it ordered the second case, CA G.R. No. 37027 (Civil Case No. 7011 of the Court of First Instance of Occidental Negros) from which the appeal herein was taken, that herein petitioner, Ricardo P. Presbitero, should pay the 125 cavans of palay in question at its current price instead of P10.00 per cavan as ordered in the first decision and that the only substantial amendment in the decision consisted of the abolition of the attorney's fees in the sum of P1,000.00 which petitioner was ordered to pay counsel for herein private respondent (plaintiff in said first civil case)." (pp. 3-4, Respondent-Appellee's Brief)

In its decision in CA-G.R. No. 20879-R (Civil Case No. 3492 of the Court of First Instance of Negros Occidental, Caram vs. Presbitero) the then Court of Appeals ordered herein petitioner to deliver, among others:

" x x x x x x x x.

"3. Value of products received by defendant (petitioner-appellant) from 5 ha. portion of Lot 608 equivalent to 20 cavans of palay (this should be 25 cavans) or 125 cavans yearly at the rate of P10.00 per cavan from 1951 until possession of lot is delivered, with interest at legal rate from filing of the complaint;" (p. 5, Id.)

And, in its decision in CA- G.R. No. 37027-R (Presbitero vs. Caram), said appellate court, among others, made the following award against herein petitioner-appellant:

" x x x x x x x x

"2. Payment to defendant-appellant of 125 sacks of palay a year from 1951, representing the products received by Esperidion Presbitero and, after his death, by his estate, or to pay to said defendant-appellant the current price thereof, until possession is finally delivered;" (p. 5-6, id.)

The appeal lacks merit.

When respondent Court of Appeals in CA-G. R. No. 20879-R ordered herein petitioner to pay yearly the value of 125 cavans of palay at the rate of P10.00 per cavan, it is clear that petitioner is to pay whatever is the price of the palay for the current year. Ten pesos (P10.00) per cavan is obviously the price of the palay at the time the decision was rendered. It cannot mean that in the succeeding years the price would still be the same; otherwise, the appellate court did unwittingly fix the price at P10.00 per cavan in all the years to come, until delivery of the land is made. The proper wordings should have been "the current rate of P10.00 per cavan" which means that whenever petitioner shall deliver the 125 cavans of palay he may pay the current price at the time. To say that the price of palay is anchored at P10.00 per cavan regardless of the time delivery thereof is made to the private respondent would be unfair to the latter considering that the price goes up every year. As aptly pointed out in the appellate court's decision:

"x x x If there is any 'see saw attitude' in the instant case it is that of plaintiff herein Presbitero who avoided the delivery of the pro-property putting up one excuse after another and when Helen Caram Nava resigned herself to receiving only the market value of said lots and succeeded in securing the sale of the sugar quotas in question to satisfy that portion of the judgment, Presbitero objected although at the time the estate had the money to pay the value of the lot and sought to invalidate said sale which he succeeded in doing, and now that the value of real property is up and the value of money is down, he resorts to the present complaint to compel Helen Caram Nava to accept the P17,500.00 in lieu of the 7 hectares of Lot 608. To our mind it is that kind of a conduct as displayed by plaintiff Presbitero which deserves censure instead of a reward." (pp. 120-121, Rollo)

The same could be true with respect to the delivery of the palay. Delay in its delivery to the private respondent would be advantageous to the obligor because even if the price goes up as in fact it did, he would pay P10.00 per cavan only. As stated in *Filipino Legion Corporation vs. Court of Appeals*, 56 SCRA 674:

"Where there is ambiguity caused by an omission or mistake in the dis-positive portion of a decision the court may clarify such ambiguity by an amendment even after the judgment had become final, and for this purpose it may resort to the pleadings filed by the parties, the court's findings of facts and conclusions of law as expressed in the body of the decision. The correction of a clerical error is an exception to the general rule that no amendment or correction may be made by the court in its judgment once the latter had become final."

ACCORDINGLY, on this legal issue alone as called for in the resolution of this Court, dated March 23, 1972, the petition is hereby DISMISSED. With costs de officio.

SO ORDERED.

Teehankee, (Chairman), Melencio-Herrera, Plana, Gutierrez, Jr., and De la Fuente, JJ., concur.

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