

CARINA I. CUNNINGHAM, PETITIONER, VS. SPOUSES JEREMIAS V. ROMANA & SALOME S. ROMANA AND THE HONORABLE PRESIDING JUDGE, REGIONAL TRIAL COURT OF QUEZON CITY, BRANCH 220, RESPONDENTS.

Ponente: SABIO, JR., J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/69f745b9b42f/>

SABIO, JR., J.:

Execution can be suspended when suspension is warranted by the higher interest of justice and when certain facts and circumstances transpired after the finality of the judgment which would render the execution of judgment unjust (Avisado vs. Rumbaua, 354 SCRA 245).

Sought to be annulled in this petition for certiorari under Rule 65 of the 1997 Rules of Civil Procedure are (1) the October 12, 2005 order of public respondent Regional Trial Court, Branch 220, Quezon city, NCR which caused the issuance of a writ of possession in favor of private respondent and (2) public respondent's December 5, 2005 order denying petitioner's motion for reconsideration on its earlier order.

Finding petitioner's narration of factual antecedents graphic instructive, we quote the same, thus:

“Petitioner, a widow in dire need of financial help had sometime in December 1998, sought a loan of at least Php 500,000.00 from private respondents. The parties agreed that, petitioner's loan shall be of short duration, that is, it shall be paid within a period of one (1) year from date of forbearance. Thus, petitioner offered to secure the loan with a pledge of the Title of Ownership TCT No. N-172204 over her home and property with an estimated value of PHP 5 Million and upon full repayment of the loan, the said Certificate of Title shall be returned to her intact and free from any liens or encumbrances, an offer which private respondents accepted.

Accordingly, upon receipt of the loan in the aggregate amount of PHP 500,000-, the net proceeds of which is PHP 315,000- as PHP 185,000- was applied by way of advanced interest charges and which loan was given in two (2) installments, first, on December 23, 1998 in the sum of PHP 120,000- and the balance of PHP 195,000- on December 29, 1998, petitioner delivered her Certificate of Title TCT No. N-1722-04 in the concept of a pledge to private respondents as aforealleged.

While the loan security agreed upon was a simple pledge, private respondents required petitioner to affix her signatures to a set of documents in printed forms with blank spaces without being allowed to read their contents nor copies thereof given to her. Petitioner was made to rely only on private respondents' promise that copies will be given later to her with the further representation that the documents are “PROMISSORY NOTES” evidencing for forbearances.

Contrary to the promise, private respondents kept the documents in their custody and refused petitioner's request for copies thereof.

Sensing something amiss by private respondents' refusal to furnish copies of the loan documents coupled with her failure to see or find private respondents after repeated attempts notwithstanding earnest efforts, petitioner upon verification with the Quezon City Registry of Deeds was stunned to discover that her Certificate of Title

TCT NO. N-172204 was canceled and a new Certificate of Title, TCT No. N-219922, was issued in lieu thereof to respondents Spouses Romana pursuant to an extrajudicial foreclosure shortly after a little more than a month since the loan was incurred and contracted. Respondents Sps. Romana could not however be confronted to clarify or explain this turn of events as they were either absent or they cannot be located.

Acting on her discovery, petitioner filed on January 15, 2001 a Complaint docketed as Civil Case No. Q-04-43088 for the “PRODUCTION OF DOCUMENTS, DECLARATORY RELIEF AND RECONVEYANCE” against private respondents which was raffled to Branch 215 of the Regional Trial court of Quezon City.

However, a delay was entailed as a result of an unnecessary “Motion for Bill of Particulars” filed by private respondents, only after the resolution of which and petitioner’s compliance therewith, did said respondents file their responsive pleading to the Amended Complaint filed as a consequence of a Court Order relevant to the motion.

It was only after private respondents filed their responsive pleading did petitioner learn with shock as she horridly found out from it that the documents she signed were contrary to the real intention and agreement of the parties as the documents were filled out and made to appear as follows;

- The promissory notes which were in the aggregate sum of PHP 500,000- out of a principal forbearance of PHP 315,000- only, were made due and payable within 30 days or on January 22, 1999 and January 27, 1999 reckoned from December 24, 1998 and December 29, 1998 when the two installments for the forbearance were delivered by private respondents respectively.

- A Real Estate Mortgage Contract corresponding to the two due dates for the two promissory notes were made out by private respondents, thereby permitting them to extrajudicially foreclose within a month after the loan was incurred.

On the foregoing set of facts, the parties proceeded to trial where petitioner adduced evidence accordingly after the mandatory pre-trial conference.

In the interim, with the extrajudicial foreclosure done and in place without appropriate notice to petitioner where private respondents were the sole and highest bidder, said respondent filed on June 21, 2001 a petition and an application for a Writ of Possession docketed as LRC Case No. Q-04-14179 in the Regional Trial Court a quo culminating in public respondent’s Decision granting the Writ which became final and executory after an Entry of Judgment was issued by the Honorable Supreme Court in G.R. No. 165175 on June 08, 2005.

Previous to the aforementioned Entry of Judgment though, a Decision on the merits was rendered by RTC Quezon City Branch 215 in the abovementioned Civil Case No. Q-01-43088 in favor of petitioner and against private respondents nullifying the Promissory Notes and Contract of Real Estate Mortgage between the parties, the dispositive portion of which decreed, viz.,

“WHEREFORE, judgment is hereby rendered in plaintiff’s favor declaring the loan documents – promissory notes and real estate mortgage executed on December 24 and December 29, 1998 – null and void and without any legal effect. Accordingly, Defendants-spouses are ordered to reconvey the property covered by said title to the herein plaintiff upon the latter’s payment of her P500,000.00 indebtedness, plus an interest of 12% per annum reckoned from December 29, 1999 until the amount is fully paid. Defendants-spouses are likewise ordered to pay attorney’s fees of P30,000.00 plus P1,500.00 as per court appearance fee and the costs of this suit.

SO ORDERED.

On the other hand, private respondents moved for a declaration of finality of the Decision in LRC Case No. 04-14179 based on the Supreme Court’s “Entry of Judgment” and for the issuance of the Writ of Possession.

Public respondent favorable granted the motion in his Order dated October 12, 2005 against the opposition of petitioner anchored on equitable considerations brought about by a material change in the situation obtaining between the parties as a consequence of the Decision in Civil Case No. 01-43088 nullifying the promissory notes and contract of real estate mortgage which were the sole legal basis of private respondents' application for a Writ of Possession.

Private respondent consequently appealed from the Decision in Civil Case No. 01-43088 before this Honorable Court of Appeals where it still pends, thereby forestalling its finality and upon which non-finality public respondent relied upon in issuing the challenged Orders of October 12, 2005 and December 05, 2005 ruling as he had previously held that, "the pendency of the action for annulment for the Real Estate Mortgage may not be pleaded in abatement of the Petition for Issuance of Writ of Possession."

Mention should however be made that during the proceedings in both Civil Case No. 01-43088 and LRC Case No. 04-14179, petitioner pursued to have both cases jointly tried by filing a "Motion for Joint Trial" before RTC Branch 215 being the court of first instance. Petitioner's motion was granted in said Branch's Order dated April 04, 2002 directing the records of LRC Case No. 04-14179 consolidated with Civil Case NO. 01-43088. The Order for a Joint Trial describing it as "a means of avoiding unnecessary costs on the part of either party inasmuch as the issues in both the instant case and the LRC involve the same real property" was however pre-empted by the promulgation a quo on June 28, 2002 of the Decision in LRC Case No. 04-14179, constraining RTC Branch 215 in yielding thereto. The public respondent's LRC Decision was rendered despite petitioner's two unresolved motions before him, prompting petitioner to elevate the matter on certiorari before this Honorable court of appeals as CA-GR SP No. 72054 and later on before the Supreme court as G.R. No. 165075 both with negative results. Had a joint trial been held in both cases, it could have precluded divergent views, prevented a multiplicity of suits and the instant petition avoided."

(Rollo, pp. 7-11)

With the grant of the order issuing the writ of execution and the denial of her motion for reconsideration thereon, petitioner now comes to Us, submitting the following for our resolution:

"THE ISSUE FOR RESOLUTION

The primary issue for resolution in the instant petition is, whether or not the Honorable Presiding Judge of the Regional Trial Court of Quezon City, Branch 220 committed grave abuse of discretion in directing the issuance of the Writ of Possession and Denying petitioner's motion to recall, quash and set it aside in the light of a material change in the situation of the parties thru the supervening event of a Decision declaring the nullity of the Promissory Notes and Contract of Real Estate Mortgage which was the sole legal basis of private respondents' application for said Writ.

Subsumed to the foregoing issue is, whether or not equity for equitable considerations apply to preclude the issuance and enforcement of the Writ of Possession in LRC Case No. 04-14179 notwithstanding private respondents' appeal from the Decision in Civil Case No. 01-43088 nullifying the Promissory Notes and Contract of Real Estate Mortgage."

(Rollo, pp. 11-12)

We resolve to give due course to the petition.

While it becomes the trial court's ministerial duty to issue a writ of execution when a judgment and order becomes final and executory, a writ of execution may be refused on equitable grounds (*San Antonio vs. CA*, 371 SCRA 536). Indeed the judgment of the Regional Trial Court of Quezon city, Branch 215 in Civil Case No. Q-01-43088 in favor of petitioner and against respondent nullifying the Promissory Notes and Contract of Real Estate Mortgage between the parties constitute a fact, and event that transpired after a judgment has become final and

executory which materially affect the judgment obligation and which render the execution unjust (Ramirez vs. Ca, 209 SCRA 287).

And in Serrano vs. CA, 417 SCRA 415, the Supreme Court held, thus:“The execution of a judgment may be stayed, notwithstanding the affirmance of the appealed judgment by the Supreme Court if there are supervening facts and circumstances which either have a direct effect upon a matter already litigated and settled or create a substantial change in the rights or relations of the parties therein which would render execution of a final judgment unjust, impossible or inequitable or when it becomes imperative in the interest of justice.”Undoubtedly, public respondent court acted with grave abuse of discretion when it issued the writ of execution even if it was made aware that the promissory note upon which private respondent anchored his claim for writ of possession was nullified by RTC, Branch 215. It refused a duty enjoined by law, to prevent an injustice from being committed, when it caused the issuance of the writ of possession.

WHEREFORE, foregoing premises considered, the petition having merit, is hereby GIVEN DUE COURSE. Resultantly, the challenged orders of public respondent court are hereby ANNULLED and SET ASIDE for having been issued with grave abuse of discretion amounting to excess of jurisdiction and public respondent court ordered to refrain from carrying out the judgment it rendered on June 28, 2002 in LRC Case No. Q-04-14179 until such time that private respondent's appeal in Civil Case No. Q-01-43088 is finally resolved. No costs.

SO ORDERED.

Asuncion-Vicente and Villon, JJ., concur.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.