

JOSE M. OCAMPO, PETITIONER, VS. HONORABLE CONRADO V. SANCHEZ, ETC., ET AL., RESPONDENTS.*G.R. No. L-6933. August 30, 1955*

Ponente: JUGO, J.

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This is a petition for certiorari, with mandamus, to review an order of the Honorable Conrado V. Sanchez, Judge of the Court of First Instance of Manila, in favor of Vicente Uy, co-respondent. The facts of the case may be stated as follows:

The petitioner, Jose M. Ocampo, is the owner of two parcels of land located in Quiapo, Manila. On December 29, 1948, he leased said property to Vicente Uy, under a contract whereby Uy was to pay a monthly rental of \$2,000 United States currency; Uy was to construct on the land, at his own expense, a permanent semi-concrete building with a minimum costs of P100,000, said building to become the property of Ocampo after the expiration of ten years; Ocampo was to pay the real estate taxes on the land, while Uy was to pay the real estate taxes on the building; Uy was to insure the building during the three months' period of construction at a certain amount and after the building had been finished, same was to be insured by Uy at its full value. Uy was to pay the premiums, and indorse the policies to Ocampo.

For the alleged failure of Uy to comply with his obligations under said contract of lease, as amended or supplemented by written agreements of September 9, 1949, June 22, 1950, March 10 and July 27, 1951, Ocampo filed against Uy in the Court of First Instance of Manila (Branch presided over by Judge Bienvenido A. Tan), a complaint dated January 22, 1953, praying, among other things, that the contract of lease be cancelled, terminated, or rescinded; that the building constructed on the land by Uy be declared forfeited in favor of Ocampo, declaring the latter absolute owner thereof; and that Uy be sentenced to pay to Ocampo the various sums specified in the prayer of the complaint.

Ocampo and Uy submitted to the Court of First Instance of Manila a compromise agreement dated April 23, 1953, asking the court to approve it and to render judgment in accordance with it. Said compromise agreement reads as follows:

"Come now the plaintiff and the defendant assisted by their respective counsels, having amicably settled the above-entitled case, to this Honorable Court, respectfully submit the following compromise agreement:

- Defendant agrees to pay plaintiff the amount of one thousand six hundred fifty pesos (P1,650) as monthly rental of the lot leased to him under contract dated December 29, 1948, payable within the first 10 days of every month beginning May 1, 1953, until the expiration of said contract of lease, on December 31, 1958;
- Defendant agrees to pay plaintiff the sum of P3,540 not later than April 24, 1953, which represents 60% of the back rentals collected by the defendant after October 31, 1952, when the administration of the Monte de Piedad was terminated;

- Defendant will pay plaintiff the sum of P9,900, as back rentals for the lot leased to the defendant/ from November 1, 1952, to April 30, 1953, to be paid in two equal installments, the first installment to be paid on April 24, 1953, and the second installment to be paid on May 11, 1953;
- Defendant will pay promptly all back taxes and all taxes due and to become due on the lot and on the building existing on said lot;
- Defendant will pay all insurance premiums of said building for the amount of P60,000 a year till the expiration of said contract of lease, policies to be indorsed and delivered to the plaintiff or to any party at the order of the plaintiff;
- All payments herein stated shall be made at 910 Raon, Interior Manila, either to the plaintiff or his counsels;
- That upon non-compliance with any condition hereof, or nonpayment of the monthly rentals and/or sums fixed herein at the times specified herein, plaintiff shall be entitled to an additional monthly rental of P500 and to a writ of execution on the lot and on the building, it being understood that upon said non-compliance, the building shall become the property of the plaintiff without right of reimbursement on the part of the defendant, even before the expiration of said contract;
- It is understood that the period of lease is 10 years without any extension whatsoever, thereby cancelling paragraph 6 of said contract dated December 29, 1948;
- Defendant will pay a monthly sum of P20 payable within the first 10 days of each month until the unpaid balance of architect's fees of said building is fully paid, said payment to start May 1, 1953;
- All kinds of repairs of said building shall be at the sole expense of the defendant;
- All provisions of the lease contract dated December 29, 1948, as aforesaid, inconsistent herewith are superseded and abrogated. Contracts Annex B, C, D, and E, attached to the plaintiff's complaint are all hereby abrogated and cancelled in toto.

Wherefore, it is respectfully prayed that the above agreement be approved by the Honorable Court in its entirety and judgment be rendered in accordance with said agreement."

The Court of First Instance of Manila entered judgment dated April 24, 1953, approving the foregoing compromise agreement and making it a part of the judgment.

On June 13, 1953, Ocampo filed with the Court of First Instance of Manila a motion alleging that Uy had failed to pay in full on April 24, 1953, the first installment of P4,950, representing one half of the back rentals from November 1, 1952 to April 30, 1953, in violation of paragraph 3 of the compromise agreement; that Uy failed to pay on May 11, 1953, the second installment of P4,950, representing the last installment of the back rentals from November 1, 1952 to April 30, 1953, in violation of paragraph 3 of the compromise agreement; that Uy failed to pay on May 10, 1953, the monthly rental of P1,650 corresponding to May, 1953 in violation of paragraph 1 of the compromise agreement; that Uy failed to pay on June 10, 1953, the monthly rental of P1,650 corresponding to June, 1953, in violation of paragraph 1 of the compromise agreement; that Uy failed to pay the amount of P20 due on May 10, 1953, and the amount of P20 due on June 10, 1953, for, architect's fees, in violation of paragraph 9 of the compromise agreement; that Uy failed to pay the real estate taxes on the building for the year 1952, in violation of paragraph 4 of the compromise agreement; that Uy failed to insure the building in the full amount of P60,000, and to endorse and deliver to him the corresponding policies, in violation of paragraph 5 of the compromise agreement Ocampo prayed in said motion that a writ of execution be issued against Uy on the lot and on the building as described in the complaint; for the recovery of the amount of P5,414.01, representing the balance of back rentals from November 1, 1952 to April 30, 1953; for the recovery of P3,300 as rentals for May

and June, 1953; for the recovery of the monthly rental of P1,650 from July 1, 1953, plus an additional monthly rental of P500 from July 1, 1953, until Uy vacated the premises; for the recovery of P40 as installment due as architect's fees for May and June, 1953, and for the recovery of P20 a month for architect's fees from July 1, 1953, until the balance of P870 is paid up.

On June 27, 1953, Uy filed an opposition to the motion for execution, alleging that on May 4, 1953, Ocampo agreed to allow Uy to pay the balance of the account, under the compromise agreement, by installments at the rate of P500.00 monthly beginning May, 1953, provided Uy would regularly pay the monthly rental of P1,650 also beginning May, 1953; that pursuant to the subsequent agreement, Uy paid to Ocampo religiously the monthly installment of P500 and the monthly rental of P1,650 for the months of May and June, 1953; that out of the outstanding obligation of P9,000 specified in paragraph 3 of the compromise agreement, Uy had paid the total sum of 3,600.91, leaving a balance of P6,299.09 payable to Ocampo by monthly installments of P500; that by virtue of the subsequent agreement Ocampo had allowed Uy to pay his obligations in a manner other than that provided for in the compromise agreement; that the fact Ocampo had accepted various payments from Uy out of time shows that Uy had really been given time to pay his obligations; that if the taxes on the building for the year 1952 were still unpaid it was because said taxes were being paid in installments with their corresponding penalties, which has been his practice since 1949; that the insurance policies on the building for the sum of P50,000 had already been renewed before the motion for execution was filed by Ocampo and the remaining P10,000 was pending consideration and approved by any of the insurance companies authorized to accept said additional insurance; that the real reason for the filing of the motion for execution was that Ocampo wanted to amend the compromise agreement so as to include therein a provision that after December 31, 1958, all improvements existing on the land shall become his property without any right of reimbursement on the part of Uy; that Ocampo was being pressed for payment of his account in the amount of P141,515 by the Monte de Piedad; and that Ocampo resented the refusal of Uy's son on June 10, 1953, to accept the receipt issued by Ocampo covering the payment of P1,650 as monthly rental for June which Ocampo tried to apply to the payment of back account of Uy.

On June 30, 1953, Ocampo filed a reply to the opposition of Uy alleging that there was never a subsequent agreement allowing Uy to pay his obligations under the compromise agreement by monthly installments of P500; that the attorney of Ocampo issued two receipts covering payments of P500 each—none receipt covering payment of P1,000 and the other covering payment of P600 wherein the right of Ocampo to the writ of execution was reserved—said payments having been made out of time and in violation of the compromise agreement; that Uy admitted in his opposition that the taxes on the building for 1952 remained unpaid in violation of the compromise agreement; that Uy in his opposition further admitted that the building was insured for P50,000 instead of P60,000 in violation of the compromise agreement; that Uy had not paid the rentals for May and June, 1953, at the rate of P1,650 monthly and the outstanding obligation of P9,000 representing back rentals from November 1, 1952 to April 30, 1953, a balance of P5,414.01 still remaining unpaid.

On June 30, 1953, Judge Sanchez issued an order in open court giving one week, until July 7, 1953, to respondent Uy to fulfill the obligations under the compromise agreement and postponed the hearing of the motion for writ of execution to July 7, 1953. This order given orally in open court has not been reduced to writing. On July 7, 1953, Judge Sanchez issued an order which reads as follows:

"Order (Civil Case No. 18642). After mutual explanation on the part of counsel for the parties, the court orders defendant: (1) to pay within 5 days from date hereof all the back taxes and all taxes due on the lot and building at Echague Street, corner P. Gomez Street and R. Hidalgo Street, as set forth in paragraph 4 of the compromise agreement, which is the basis of the decision herein; and (2) forthwith to pay all the premiums due on the P50,000 policy which according to defendant is the maximum amount for which he could insure the building,

and likewise forthwith fr endorse the policy and deliver the same to plaintiff.

"The. clerk of this court is hereby authorized to deliver to plaintiff Jose M, Ocampo the sums of P1,650 deposited with the clerk of this court on June 12, 1953 under Official Receipt No. 50166, and the sum of P7,104.01 deposited on July 6, 1953 in accordance, with Official Receipt No. 50716.

"So ordered.

"Manila, Philippines, July 7, 1953.

(Sgd.) Gonrado V. Sanchez
Judge"

There is attached to the answer of Uy Hied in this court an affidavit which is as follows:

AFFIDAVIT

"I, Vicente Uy, of age, married, and resident of Manila, after having been duly sworn according to law, hereby depose and say:

"1. That I and Mr. "Jose Ocampo entered into a compromise agreement on April 24, 1953, which agreement was submitted to the presiding Judge of Branch VII of the Manila Court of First Instance on the same date for approval;

"2. That pursuant to said compromise as approved by the Court, I am to pay Mr. Ocampo the sum of P9,900 into two installments, the first being payable on or before April 24, 1953 and the second being payable on or before May 11, 1953;

"3. That on April 24, 1953 I paid Mr. Ocampo the sum of P4,036.52 which was duly accepted and receipted for by Atty. Silvestre Caniza, with the the consent and in the presence of Mr. Ocampo, inspite of there remained a balance of P2,000;

"4. That on May 4, 1953, I and Mr. Ocampo mutually agreed that I pay the outstanding balance of my obligations in monthly installments of P500 provided that I pay the regular monthly rental of P1,650;

"5. That in compliance to said mutual agreement, I have been paying Mr. Ocampo various sums of money exceeding P500 as my finances could permit me;

"6. That on June 10, 1953 Mr. Ocampo became angry with us when my son Ernesto Uy refused to accept the receipt he issued for the sum of P1,650 which stated that said sum was part payment of the accrued back rentals instead of stating that said amount was payment for the monthly rental of June, 1953;

"7. That the real reason of Mr. Ocampo in asking for the execution of the judgment in compromise dated April 24, 1953 was my refusal to sign the amended compromise agreement which states that the building I have erected on his lot at corner of Echague and R. Hidalgo Streets automatically become Mr. Ocampo's property after December 1953.

"In witness whereof I have set my hand this 12th day of September, 1953 in the City of Manila, Philippines.

"Further affiant sayeth naught.

Sgd.) Vicente Vy

"Subscribed and sworn to before me this 12th day of September, 1953, in tfie City of Manila, affiant exhibited to me his Residence Certificate No. A-0008924 issued at Manila on January 3, 1953 and ACR No. 40218 issued at Manila on July 17, 1950.

(Sgd.) Ceferino de los Santos
Notary Public Until December 31, 1953."

No cross-affidavit has been presented to counteract the above affidavit of Uy.

In the case of "de la Costa versus Cleofas" (67 Phil, 686, 692), this Court held that—

"Obviously a prevailing party in a civil action is entitled to a writ of execution of the final judgment obtained by him within fire years from its entry (section 443, Code of Civil Procedure). But it has been repeatedly held, and it is now well-settled in this jurisdiction, that when after judgment has been rendered and the latter has become final, facts and circumstances transpire which render its execution impossible or unjust, the interested party may ask the court to modify or alter the judgment to harmonize the same with justice and) the facts. (Molina vs. De la Riva, 8 Phil., 569; Behn, Meyer & Co. vs. McMicking, 11 Phil., 276; Warner, Barnes & Co. vs. Jaucian, 13 Phil., 4; Espiritu vs. Crossfield arid Guash, 14 Phil., 588; Flor Mata vs. Lichauco and Salinas, 36 Phil., 809). * * *."

Taking into consideration the oral order of the court of June 30, 1953, the order of July 7, and the affidavit of Uy attached to his answer, it is reasonable to conclude that the lower court acted in accordance with the principle enunciated in the case of de la Costa vs. Cleofas cited above. In view of the facts and circumstances which transpired after judgment, the respondent Judge issued the above orders so as to harmonize the judgment "with justice and the facts." These circumstances consisted in the dealings and agreements of the parlies subsequent to the judgment, curing the slight deviations by respondent Uy from the literal terms of the original agreement which would have led to the loss of his building. It should be noted that the order of July 7, 1953 commences with the words "after mutual explanations of the counsel for the parties etc." It appears that the orders given by the respondent Judge based on said circumstances are in accordance with the principles of the de la Costa case and do not warrant the issuance of the writ of mandamus prayed for. Said orders do not substantially affect or prejudice the rights of the petitioner.

In view of the foregoing, the petition is denied, with costs against the petitioner. It is so ordered.

Bengzon, Acting C.J., Montemayor, Reyes, A., Bautista Angelo, Labrador, Concepcion, and Reyes, J.B.L., JJ., concur.

Petition denied.

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