

ALFONSO ARANETA, PLAINTIFF AND APPELLANT, VS. MARTA CUI VDA. DE SANSON, DEFENDANT AND APPELLEE.*G.R. No. L-2354. December 13, 1949*

Ponente: MONTEMAYOR, J.

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On June 17, 1941, Alfonso Araneta and his wife Dolores Bobadilla sold two parcels of land with the improvements thereon, located in the City of Cebu, to Julian Sanson and his wife Marta Cui for P2,000, with right to repurchase within one year, with the condition that pending repurchase, the vendors as lessees could continue occupying the property by paying rent at the rate of P20 a month (Exhibit A). The period of one year expired without the vendors exercising their right of repurchase. Legally, the vendees became absolute owners of the two parcels, but on June 24, 1946, Marta Cui Vda. de Sanson (her husband Julian being already dead) as an act of charity or generosity, resold the said two parcels to the vendors Alfonso and Dolores for the same amount of P2,000, plus P1,000 as rents unpaid.

Afterwards, and after consulting some lawyers who were supposed to have advised him that he was not under obligation to pay the P1,000 as back rents, Alfonso Araneta sought to recover the said amount from Marta and upon her refusal, he brought the corresponding action to collect from Marta in the Court of First Instance of Cebu (civil case No. E-27). Judgment was rendered absolving the defendant Marta Cui Vda. de Sanson and Alfonso is now appealing from that decision.

Appellant's contention is that under the provisions of Executive Order No. 25, as amended by Executive Order No. 82 on debt moratorium, his payment of P1,000 was prematurely made and that the said amount should be returned to him by the defendant-appellee. This contention is clearly untenable. We quote with approval a portion of Judge Felix Martinez' decision appealed from on this point of the moratorium law.

"Si el demandante debia por alquileres esa cantidad a la demandada, bien hecho estaba que a requerimiento de esta, aquel la pagara. La orden de moratoria no condonaba lo adeudado; posponia solamente la obligacion de pagarlo por el periodo de su vigencia. La moratoria trataba de aliviar las dificultades en que un deudor podria hallarse con ocasion de la guerra; pero si de todos modos el aqui demandante, siendo deudor, estaba en situacion de pagar su deuda, y de hecho la pago; no hay razon, ni se le debe permitir, que volviese atras, ya que de todos modos tenia que hacerlo tarde o temprano."

The law of debt moratorium does not condone debts on the payments of obligations. It merely suspends collection and payment. The right to such suspension may be invoked by the debtor; but he may also waive or renounce it. Plaintiff herein in voluntarily paying the P1,000 waived his right to suspend or postpone. As was said by this Court in the case of Ma-ao Sugar Central Co. vs. Barrios, 45 Off. Gaz., No. 6, p. 2444,[1] the right granted by Executive Order No. 25, as amended by Executive Order No. 32, is a right granted by law to debtors and such right may be waived because its waiver does not affect the public interest or the rights of third parties.

But there is yet another reason against the contention of the appellant. According to the deed of sale (Exhibit A)

by virtue of which Alfonso Araneta and his wife sold the two parcels to the appellee and her husband in 1941, and wherein it was agreed that the vendors were to continue occupying the property as lessees by paying P20 monthly rent, said vendors may not exercise the right of redemption if they were delinquent in the payment of any rent. Consequently, the right of appellant Alfonso to redeem the property in question was conditioned on his paying the back rent amounting to P1,000. In other words, the appellee was under no obligation to resell the property to him unless and until he first paid the P1,000 back rents. This, aside from the fact that as already stated, the period for repurchase had long expired as far back as June, 1942, and that it was only out of consideration and charity that the appellee reconveyed the property to appellant. We repeat that the contention of the appellant in this case is absolutely untenable, not to say, savoring of the ingratitude and lack of appreciation.

Finding no reversible error in the decision appealed from, the same is hereby affirmed. No pronouncement as to costs.

Moran, C.J., Ozaeta, Paras, Bengzon, Padilla, Tuason, Reyes, and Torres, JJ., concur.

[1] 79 Phil., 666.

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