

RANULFO PAMPARO, PETITIONER, VS. THE HONORABLE COURT OF APPEALS, PEDRO ESPINAS, JR., AND DENYSE ESPINAS, IGNACIO D. ALMODOVAR, AS EX-OFFICIO PROVINCIAL SHERIFF OF THE PROVINCE O...

G.R. Nos. L-49762-64. September 26, 1988

Ponente: PARAS, J.

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PARAS, J.:

Before Us is a Petition to Review the decision[1] of respondent Court of Appeals which affirmed on appeal with modification the joint decision[2] dated June 20, 1973 of the Court of First Instance (now RTC) of Albay in Civil Case Nos. 4171, 4173 and 4280.

These cases have resulted from the filing and the judgment of an earlier action, Civil Case No. 3353, a personal injury and damage suit brought by Pedro Espinas, Jr. (one of private respondents herein) in representation of his daughter, Denyse Espinas, against S.M. Revale Transit.

By virtue of a writ of attachment, issued upon plaintiff's[3] application, levy was made on two jeepneys and one parcel of irrigated riceland declared under Tax Declaration No. 11690 in the name of Santiago Revale and was duly registered on November 2, 1967 with the Registry of Deeds of Albay.

Upon the filing of a counterbond by the defendants[4] consisting partly of cash and partly of land declared in the name of Ma. Luisa Samson, wife of Santiago Revale, under Tax Declaration No. 15363, the two jeepneys were released from attachment.

On December 7, 1967, the parties executed a compromise agreement, which was made the basis of the following:

Republic of the Philippines
COURT OF FIRST INSTANCE OF ALBAY
10th Judicial District
Branch III
DENYSE ESPINAS, ET AL.,
Plaintiffs,

- versus - CIVIL CASE NO. 3353

RODOLFO EUGENIO Y BARACINA,
ET AL., Defendants.

DECISION

"This is an action for damages. On March 20, 1967, the Court dismissed the complaint as regards the plaintiffs Nonnie Gutierrez and Ricardo Gutierrez because the defendant S.M. Revale Transit has paid them the sum of P2,000.00. The trial proceeded with respect to the remaining plaintiffs Denyse Espinas and Pedro Espinas, Jr. Today, the parties submitted a compromise agreement which reads as follows:

'COME NOW the parties in the above-entitled case, assisted by their respective counsels and to this Honorable Court respectfully submit the following amicable settlement as follows:

"1. That defendant Santiago Revale agrees to pay plaintiff Denyse Espinas the sum of FIVE THOUSAND (P5,000.00) PESOS, payable as follows:

"a. That defendant Santiago Revale will pay an initial amount of ONE THOUSAND FIVE HUNDRED (P1,500.00) PESOS, within TEN (10) days from judgment, and the balance of THREE THOUSAND FIVE HUNDRED (P3,500.00) PESOS shall be paid monthly at the rate of FIVE HUNDRED (P500.00) PESOS, until after the full amount is fully paid.

"b. That defendant Santiago Revale, undertakes to pay the attorney's fee for the plaintiffs in the amount of FIVE HUNDRED (P500.00) PESOS.

"c. That the counterbond of the defendant shall not be discharged, until after the whole amount is fully paid.

"WHEREFORE, it is respectfully prayed that judgment be rendered in the above-entitled case in accordance with the above amicable settlement."

Legazpi City, December 7, 1967.

(SGD) PEDRO ESPINAS, JR. (SGD) SANTIAGO REVALE

In behalf of the minor Defendant

Denyse Espinas

Plaintiffs

(SGD) IRENEO T. SALES (SGD) CESAR AGUILAR

Counsel for the Plaintiffs, Counsel for the Defendants,

Polangui, Albay Libon, Albay

"WHEREFORE, judgment is hereby rendered in accordance with the above-quoted compromise agreement without finding as to costs.

"SO ORDERED."

Legazpi City, Philippines, December 7, 1967.

(pp. 107-108, Rollo)

However, when defendants failed to comply with the terms of said compromise agreement, execution was issued upon motion of the plaintiff. Consequently after due proceedings, the two attached parcels of land declared under Tax Declaration Nos. 11690 and 15363, were sold at public auction on February 17, 1969 to Pedro Espinas, Jr. The corresponding certificates of sale were registered with the Registry of Deeds on July 16, 1969.

On July 20, 1970, the redemption period having expired with no redemption being made by the former owners, definite deeds of sale of both parcels of land were executed by the Sheriff in favor of Espinas and were duly registered with the Register of Deeds.

Thereafter, the land covered by Tax Declaration No. 11690 was sold by Espinas to Jorge and Lourdes Sabile (co-respondents herein). It turned out later on that this same parcel of land was also sold by Santiago Revale to Ranulfo Pamparo in January, 1968 when the said land was already under attachment.

The aforementioned incidents started the following:

- Civil Case No. 4171 - brought by Ranulfo Pamparo against Pedro Espinas, Jr. and the Provincial and Deputy Provincial Sheriffs of Albay to annul the execution sale made to Espinas and to declare Pamparo the true and lawful owner and possessor of the land covered by Tax Declaration No. 11690.
- Civil Case No. 4173 - an action for annulment of the execution sale of the land covered by Tax Dec. No. 15363 in Civil Case No. 3353, instituted by Ma. Luisa Samson-Revale, wife of Santiago Revale against Pedro Espinas, Jr. and the Provincial Sheriff of Albay on the grounds that she (plaintiff) was never a party to the action.
- Civil Case No. 4280 - filed by Jorge and Lourdes Sabile (respondents herein) against Ranulfo Pamparo and Santiago Revale to annul the sale of the land covered by Tax Dec. No. 11690 executed by Santiago Revale in favor of Ranulfo Pamparo at the time when the property was already in custodia legis, being under valid attachment in Civil Case No. 3353.

From a joint proceedings of these three (3) interrelated cases, the lower court, thru Judge Ezequiel Grageda ruled:

"1. Declaring the plaintiff Ranulfo Pamparo to be the absolute owner and possessor of the land formerly covered by Tax Declaration No. 11690, now Tax Declaration No. 15724 in the name of Ranulfo Pamparo, and declaring the proceedings made thereon by the Sheriff in Civil Case No. 3353, affecting the said property as null and void and without force and effect;

"2. Declaring the proceedings made by the Sheriff in Civil Case No. 3353, affecting the property of plaintiff in Civil Case No. 4173, as null and void and without force and effect;

"3. Ordering the dismissal of Civil Case No. 4280 for lack of merit;

"4. Ordering defendants in Civil Case No. 4171 and 4173, to pay plaintiffs, in both cases, jointly and severally, the attorney's fees of P1,500.00 for having (been) forced to litigate, plus costs of suit.

"SO ORDERED.

Legazpi City, December 14, 1972.

(SGD.) EZEKIEL S. GRAGEDA

J u d g e "

(p. 61, Joint Record on Appeal)

Upon a Motion for Reconsideration filed by the defendants, the lower court thru Judge Jose F. Madera, did not completely agree with the findings of Judge Grageda and issued an order dated March 12, 1973, the dispositive portion reading as follows:

"WHEREFORE, in view of the foregoing facts and circumstances, the complaint in Civil Case No. 4171 is hereby dismissed, with costs against the plaintiff. The Deed of Sale executed by the Provincial Sheriff of the parcel of abaca land situated in Maocang, Polangui, Albay, containing an area of 255,000 square meters, more

or less, in the name of Maria Luisa Samson is hereby declared null and void and without force and effect. Jorge Sabile and Lourdes Duran Sabile are hereby declared the rightful owners of that parcel of land consisting of 106.55 hectares, more or less, which they had acquired from Pedro Espinas, Jr. The sale executed by the Sheriff covering the land covered by Tax Declaration No. 11690, involved in Civil Case No. 41717, is hereby sustained.

"Ranulfo Pamparo is hereby ordered to pay Jorge Sabile and Lourdes Duran Sabile the sum of P2,000.00 in damages and to pay the costs. The decision rendered by the Court dated December 14, 1972 is hereby amended in the sense (of) hereinabove stated pro tanto.

"SO ORDERED." (pp. 127-128, Joint Record on Appeal, Annex B)

All the parties appealed to the Court of Appeals which affirmed the appealed judgment with modification by ordering Pedro Espinas, Jr. and Deputy Sheriff Vicente Ramirez to pay Ma. Luisa Samson attorney's fees and incidental expenses in the total amount of P1,250.00.

Petitioner Ranulfo Pamparo now comes to Us assigning several errors, to wit:

First Assignment of Error

The Court-a-quo, speaking thru Hon. Jose Madara, erred in sustaining the legality and validity of the levy of attachment in Civil Case No. 3353, entitled Denyse Espinas, et al. vs. Rodolfo Eugenio y Baracina, S.M. Revale Transit, Silvestre Batbat and Celestino Castillo (T.S.N., Hearing Aug. 4, 1971, pp. 7-8) of the lot now involved in Civil Case No. 4171, and considering the said lot in custodia legis.

Second Assignment of Error

The court-a-quo speaking thru Jose Madara, erred in amending the decision of Hon. Ezekiel S. Grageda, dated Dec. 14, 1972, in its Order dated March 12, 1973, in dismissing the complaint in Civil Case No. 4171, and in declaring Jorge Sabile and Lourdes Duran-Sabile as the rightful owners of that parcel of land consisting of 1-06-55 hectares, more or less, which they acquired from Pedro Espinas, Jr. and in sustaining the sale executed by the Sheriff covered by Tax Dec. No. 11690, (now Tax Dec. No. 15724 in the name of Ranulfo Pamparo) involved in Civil Case No. 4171.

Third Assignment of Error

The court-a-quo speaking thru the Hon. Jose Madara, erred in the application of the parol evidence, of possession of Ranulfo Pamparo, of the lot involved in Civil Case No. 4171, as early as 1966 when the sale thereof was perfected, notwithstanding consumation of the deed of sale Exh. A-Pamparo, on January 22, 1968.

Fourth Assignment of Error

The court-a-quo erred in ordering Ranulfo Pamparo to pay Jorge Sabile and Lourdes Duran-Sabile, P2,000.00 damages and to pay the costs.

Fifth Assignment of Error

The court-a-quo although it sustained the declaration of the nullity of the sale executed by the Provincial Sheriff of the parcel of abaca land situated in Maocang, Polangui, Albay, containing an area of 250,000 sq. m., more or less, in the name of Maria Luisa Samson (plaintiff in Civil Case No. 4173) and the same to be without force and effect, nevertheless, it failed to grant the damages sustained by the plaintiff as a result of said complained acts, compelling her to litigate.

(pp. 2-4, Brief for Plaintiffs-Appellants)

Petitioner is concerned chiefly with the land declared under Tax Declaration No. 11690 involved in Civil Cases Nos. 4171 and 4280. His assignments of error can be narrowed down into two (2) main arguments, to wit:

“1.

that the levy on attachment and eventual execution on the property were null and void because the party sued and held liable in Civil Case No. 3353 was 'S.M. Revale Transit,' not Santiago Revale, the declared owner of said property, who was never impleaded and did not intervene as a party in that action, and

"2.

that petitioner, being already in possession of the property at the time of issuance of the writ of attachment in Civil Case No. 3353, he was entitled to notice of such attachment under the Rules; and that for want of such notice, the levy on attachment and all proceedings had on the basis thereof were null and void.” (pp. 110, Rollo, Memorandum for the Respondents)[5]

Petitioner maintains that S.M. Revale Transit is not the single proprietorship of Santiago Revale but a corporation with a separate and distinct juridical personality. He avers that the burden of proving otherwise belongs to plaintiff (or Pedro Espinas, Jr. in representation of daughter Denyse) in Civil Case No. 3353. Consequently, Santiago Revale, not being a party to the case, should not be made to answer for any judgment against S.M. Revale Transit.

Such contentions merit no consideration. A perusal of the records shows that Santiago Revale, by his own acts, voluntarily bound himself, as the judgment debtor. In their compromise agreement, made as the basis of the compromise judgment in Civil Case No. 3353 of the court a quo, Santiago Revale and not S.M. Revale Transit, appeared therein as the defendant and the signatory for the judgment debtor. In the course of the proceedings, his land was attached, and later sold at a public auction, without him ever questioning or objecting to the jurisdiction of the court over his person and property. And now comes petitioner Ranulfo Pamparo, raising a defense personal only to Santiago Revale who is now in estoppel in questioning the jurisdiction of the court because of his failure to assert his rights seasonably. It can be concluded therefore that such failure can only be attributed to Santiago Revale's admission of or voluntary submission to the court's jurisdiction that he is liable as a debtor being the single proprietor of S.M. Revale Transit. Moreover, in the entire proceedings in Civil Case No. 3353, down to the time that the judgment against him became final and executory, Santiago Revale never impugned the validity or propriety of the attachment on the ground that he was not a party to Civil Case No. 3353.

We find no merit in petitioner's contention that Santiago Revale was never notified of the attachment of the land under Tax Declaration No. 11690. The writ of attachment issued by the Court a quo in September 1967 was duly served on the parties as per Sheriff's Return (Exh. "K-1" Samson, Exh. "G-7-A" Pamparo). This levy of attachment was duly registered in the office of the Register of Deeds of Albay on November 2, 1967. Likewise the writ of execution issued by the court on March 13, 1968 and the notice of levy upon failure of Santiago Revale to comply with the terms embodied in the compromise agreement as the basis of the judgment of the court a quo, were duly served upon defendants by the Sheriff as per Officer's Return of Service (Exh. "M-1", Samson and Exh. "G-9-A", Pamparo).

As to Pamparo's assertion that he was likewise entitled to the notice of attachment as a possessor of the property in question at the time of attachment, the respondent appellate court made the following findings:

“When Ranulfo Pamparo was called to testify in the hearing of August 5, 1971, he testified in the following (manner):

ATTY. OPIDA: (on direct examination)

Q. Do you know the land in question in these cases?

A. Yes, sir.

Q. Why?

A. I am the one in possession of the land.

Q. Why are you now possessing? (TSN p. 19)

xxx xxx xxx

A. Yes, sir, because I bought it in January 1968. (ibid, p. 20)

xxx xxx xxx

Q. You said you were in possession of this land, when did you actually take possession of this land in question?

A. In 1968, when I paid him in full the purchase price for the land.

Q. What was the purchase price?

A. Twelve Thousand (P12,000.00) Pesos.

“Whereas in the hearing of August 6, 1971, Pamparo testified that in 1968, prior to the execution of the deed of absolute sale (Exh. “A”, Pamparo) by and between Santiago Revale and Ranulfo Pamparo, he was already in possession of the land in dispute and as a matter of fact he was allowed to pay little amounts from time to time, the sale being one of installment, and started improvements thereon until it was fully paid in 1968. According to Pamparo he could not count exactly the number of payments he made in consideration of the sale and neither did he secure any receipt of whatever amount Santiago Revale (the vendor) has taken from him nor was he recording the payments given to the vendor because of the trust and confidence bestowed on each other. He testified, further, on cross-examination, that despite his knowledge that the parcel of land in dispute was encumbered with the bank he nevertheless was giving money to Mr. Santiago Revale.

“It appears now that there are two conflicting testimonies of Pamparo regarding the commencement of his possession of the landholding in question. The court is inclined to believe his testimony given on August 5,

1971 it being in consonance with the documentary evidence he presented which is the Deed of Absolute Sale between him and Santiago Revale, executed on January 22, 1968. The claim of Pamparo that his payments on the parcel of land started way back in 1966, which is neither supported by any receipt nor any memorandum, become worthless in view of the fact that, Pamparo himself in the hearing of August 5, 1971 testified, to wit:

Atty. OPIDA:

x x x

Q. Before you bought this property, was this encumbered with any financial institution?

A. It was.

Q. What happened to this encumbrance?

A. We agreed that I will first redeem it from the bank, and the remaining amount I will just pay him. (TSN, p. 30)

Clearly we can infer from the aforequoted testimony that the redemption of the property from the bank was a condition precedent before the sale could be consummated. Had it been true that payments before the redemption of the land from the bank were made, Pamparo could have easily said so. It can be seen from Exhibit "Pamparo", which is the release of real estate mortgage executed by the Philippine National Cooperative Bank, that it was issued only on December 29, 1967. The interregnum from the time of redemption (December 29, 1967) to the execution of the Deed of Absolute Sale (January 22, 1968) reveals the normal course of events that took place. Thus, we affirm the court a quo's finding that "the declarations of Pamparo on possession are not clear and convincing, and that his possession is coetaneous with perfection of the sale in the full payment of the purchase price and execution of the document of sale. Whatever rights Ranulfo Pamparo might have acquired anent the parcel of irrigated riceland covered by Tax Dec. No. 11690 which is in question in this case accrued only on January 22, 1968, the date when the Deed of Sale was executed in his favor and also when he took possession actually of the land in question.

"Hence, Pamparo having failed to establish his possession of the land in dispute way back in 1968 entitling him thereby to a notice of levy and attachment as possessor of the lot in compliance with Sec. 7, Rule 57 of the Rules of Court, it becomes inevitable to conclude that the levy of the property covered by Tax Dec. No. 11690 by virtue of a writ of attachment issued by the court on September 21, 1967, in Civil Case No. 3353, was valid and legal. Thus,

'When property is lawfully taken by virtue of legal process, it is in the custody of the law, and not otherwise.'
(Auyong Hian vs. Court of Tax Appeals, 59 SCRA 110)

"The lot having been in custodia legis since September 21, 1967, and the sale of the same made by Santiago Revale, to Ranulfo Pamparo on January 22, 1968, inevitably Pedro Espinas, Jr., had superior rights over said lot by reason of the lien created in his favor resulting from the levy which was duly registered with the Register of Deeds considering that:

“Where a preliminary attachment was duly noted on the title register against registered land before a purported sale of such property by the owner to third persons was noted, rights under the attachment and execution sale pursuant thereto were superior to those of the purchasers from the registered owner.” (Phil. Executive Commission vs. Abadilla, 74 Phil. 68; Raal vs. Provincial Government of Rizal, 67 Phil. 654; Government vs. Mercado, G.R. no. 54298, April 15, 1959).

“Perforce, Pedro, Espinas’ superior rights over the lot in question necessarily holds true to his successors-in-interest, who, in these cases, are spouses Jorge Sabile and Lourdes Duran Sabile.

“As borne out by the records, Jorge Sabile and Lourdes Duran-Sabile are the purchasers for valuable consideration of the same lot acquired by Pedro Espinas, Jr. in the execution sale (Exh. "16", Sabile). During the pendency of Civil Case No. 3353 while the land in dispute was in custodia legis being then under attachment, Santiago Revale, in fraud of his creditors, Pedro Espinas, Jr. particularly, sold the attached property to Ranulfo Pamparo who was charged with notice of the levy by virtue of the filing of the notice of levy with the Register of Deeds.

“In view of the conclusion reached by this Court that Pedro Espinas, Jr. had superior rights over the landholding in question he having been an attaching creditor before the same property was sold to Ranulfo Pamparo by Santiago Revale, the following observations of the court a quo are affirmed:

“1.

That the sale was made in fraud of creditors of Santiago Revale which in this particular case are Pedro Espinas, Jr., and/or Denyse Espinas;

“2.

That Exhibit “A-Pamparo is a sale involving a property in custodia legis which in this particular case is the land covered by Tax Declaration No. 11690 in the name of Santiago Revale, formerly;

“3.

That said property sold by Santiago Revale to Ranulfo Pamparo (Exh. A-Pamparo) had already become the property of Pedro Espinas, Jr., by virtue of a valid, legal and final judicial sale (Exh. 15-Sabile);

“4.

That there was manifest bad faith on the part of Santiago Revale and Ranulfo Pamparo in entering into the transaction of sale of the property covered by Tax Declaration No. 11690; and

“5.

Consequently Ranulfo Pamparo acquired no rights whatsoever under the said sale (Exh. A-Pamparo) as a valid cause of action for annulment of the execution sale made by the Provincial Sheriff to Pedro Espinas, Jr. and from Pedro Espinas, Jr., to the plaintiffs in Civil Case No. 4280.

“Therefore, Ranulfo Pamparo was devoid of any right whatsoever under the deed of absolute sale executed in his

favor which could validly annul the execution sale made by the Provincial Sheriff to Pedro Espinas, Jr., and from Espinas to the spouses Jorge Sabile and Lourdes Duran-Sabile." (pp. 27-30, Rollo)

The aforementioned findings of facts of the respondent appellate court are well supported by the records of the case and therefore binding on Us, considering further that such conclusion was arrived at not by mere speculations, surmises or conjectures; nor manifestly mistaken, absurd or impossible; nor based on a misapprehension of certain occurrences; nor are they in conflict with other facts or with the admissions of both parties nor that in arriving at such conclusions, the appellate court had committed a grave abuse of discretion or went beyond the issue of the case.

WHEREFORE, finding no reversible error in the assailed judgment, the same is hereby AFFIRMED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, and Sarmiento, JJ., concur.

[1] Penned by Justice Carlos L. Sundiam, with the concurring votes of Justice Pacifico P. de Castro and Justice Hugo E. Gutierrez, Jr.

[2] Decided by Judge Jose F. Madera who reversed, as far as Civil Case Nos. 4280 and 4173 are concerned, the decision, dated December 14, 1972 penned by Judge Ezekiel S. Grageda - upon a Motion for Reconsideration filed by the losing parties.

[3] Pedro Espinas, Jr. in representation of his daughter Denyse Espinas.

[4] S.M. Revale Transit, et al.

[5] Respondents were then represented by their counsel Andres Narvasa (now a distinguished member of this Court) and Associates. (p. 117, Rollo)

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