

TEODORO TANDA, PLAINTIFF AND APPELLANT, VS. NARCISO N. ALDAYA, DEFENDANT AND APPELLEE.*G.R. Nos. L-9322-23. January 30, 1956*

Ponente: BAUTISTA ANGELO, J.

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The present appeal concerns a review of an order entered by the Court of First Instance of Cavite on June 12, 1953 which dismisses the complaint in Civil Case No. 5113 instituted to obtain from the court a declaratory relief on certain matters pleaded therein while it grants the plea prayed for in Civil Case No. 4606 of the same court for withdrawal of Original Certificate of Title No. 114 in order that the Register of Deeds may effect the registration of the document of consolidation of ownership and issuance of the necessary title in favor of the winning party. Another order appealed from is that of August 26, 1953, but, being merely corollary, discussion thereof is deemed unnecessary.

For a clear understanding of the issues raised herein, it is necessary to make a brief statement of the factual background and the different steps taken by the parties leading to the issuance of the order subject of the present review.

On April 10, 1948, appellant instituted in the Court of First Instance of Cavite an action for the annulment of a certain contract of sale with pacto de retro (Civil Case No. 4606). On May 11, 1949, the trial court rendered a decision declaring the contract valid and absolving appellee of the complaint. After a motion to set aside judgment and a motion for new trial filed by appellant were denied by the trial court, appellant brought the case on appeal to the Supreme Court. On July 23, 1951, the Supreme Court affirmed the decision appealed from particularly with regard to the validity of the contract which is disputed by appellant. After the two motions for reconsideration, filed by appellant were denied, the decision became final and executory and the record was returned to the court of origin; but, on November 8, 1951, appellant initiated the present case for declaratory relief. Considering that this action is purposeless because, while outwardly its aim is to seek a declaratory relief on certain matters but in effect its purpose is to nullify the judgment rendered in the previous case (Civil Case No. 4606) which was affirmed by the Supreme Court (G. R. No. L-3278),* appellee filed a motion to dismiss on the ground that the case states no cause of action. In the meantime, appellee moved to withdraw the original of Title No. 114 which was presented in the case as evidence in order that his ownership may be consolidated and a new title issued in his name it appearing that that case has been finally terminated (Civil Case No. 4606). The trial court, acting on the two motions, entered an order on June 12, 1953 granting the motion to dismiss and allowing the withdrawal of the original title as already adverted to in the early part of this decision.

The case was originally taken to the Court of Appeals wherein appellant assigned nine errors as allegedly committed by the trial court but, after a cursory reading of the errors assigned, that court certified the case to us on the ground that the questions to be resolved are purely of law.

The purpose of the case which gave rise to the present appeal is avowedly for declaratory relief instituted under

Section 1, Rule 66 of the Rules of Court which provides that "Any person interested under a deed, will, contract or other written instrument, or whose rights are affected by a statute or ordinance, may bring an action to determine any question of construction or validity arising under the instrument or statute and for a declaration of his rights or duties thereunder." And, it is claimed, this case comes under its purview because its purpose is to obtain a clarification of the decision of this Court in G. R. No. L-3278 which in the opinion of appellant, is vague and susceptible of double interpretation. Appellant contends that the words "other written instrument" should be interpreted as including a court decision regardless of whether it is final, in character or otherwise.

We do not subscribe to the foregoing view. Evidently, a court decision cannot be interpreted as included within the purview of the words "other written instrument", as contended by appellant; for the simple reason that the Rules of Court already provide for the ways by which an ambiguous or doubtful decision may be corrected or clarified without need of resorting to the expedient prescribed by Rule 66. Thus, if a party is not agreeable to a decision either on questions of law, or of fact, he may move with the trial court a motion for reconsideration or a new trial in order that the defect may be corrected (Section 1, Rule 37). The same remedy may be pursued by a party with regard to a decision of the Court of Appeals or of the Supreme Court (section 1, Rule 54, section 1, Rule 55, in connection with section 1, Rule 58). A party may even seek relief from a judgment or order of an inferior court on the ground of fraud, accident, mistake or excusable negligence if he avails of that remedy within the terms, prescribed by section 1, Rule 88. Apparently, appellant has already availed of some of these legal remedies but that he was denied relief because his claim was found unmeritorious.

But the fundamental reason why the decision of this Court in the original case (G. R. No. L-3278) cannot be the subject of declaratory relief is predicated upon the principle of *res judicata* which stamps the mark of finality on a case which has been fully and definitely litigated in court. This principle is sound. It avoids multiplicity of actions. It commands that once a case is definitely litigated it should not be reopened. Thus, it has been held that "The foundation principle upon which the doctrine of *res judicata* rests is that parties ought not to be permitted to litigate the same issue more than once; that, when a right or fact has been judicially tried and determined by a court of competent jurisdiction, or an opportunity for such trial has been given, the judgment of the court, so long as it remains unreversed, should be conclusive upon the parties, and those in privity with them in law or estate. It is considered that a judgment presents evidence of the facts of so high a nature that nothing which could be proved by evidence aliunde would be sufficient to overcome it; and therefore it would be useless for a party against whom it can be properly applied to adduce any such evidence, and accordingly he is estopped or precluded by law from doing so. Such is the character of an estoppel by matter of record, as in case of an issue on a question of fact, judicially tried and decided." (*Oberiano vs. Sobremesana*, G. R. No. L-4622, May 30, 1952.)

We may mention in passing that the claim of appellant that the decision of this Court above referred to suffers from contradiction or inconsistency is rather equivocal for he mistook a restatement made therein of a portion of the argument of appellant as a finding of fact made by the Court which is not the case. A more discerning appreciation of the decision would bear this out. The truth of the matter is that the Court concluded that the contract in dispute was valid as may be inferred from the portion of the decision which we quote:

"The second or supplemental motion for a new trial, the denial of which is the subject of the fourth assignment of error added a new ground to the first motion for new trial and assailed the validity of the contract of sale for supposed lack of valuable consideration or because the consideration was 'false and illicit' Here is what we make out of the plaintiff's line of reasoning is none too easy to understand:

"At the start and through the greater part of the Japanese occupation, the Japanese war notes were at par with the Commonwealth currency and were so understood and recognized both by the Philippine Executive Commission and the Japanese-sponsored Philippine Republic' By the contract in question the par reduced the rate of exchange between the two currencies from par one to ten. This reduction is contrary to the law or

public policy promulgated by the Japanese Military authorities, or the Philippine Executive Commission.' Therefore the consideration was false and illicit and the contract was void ab initio, according to Articles 1255, 1275, 1276, and 1278 of the Civil Code.

"What the plaintiff would want the court to do as a result of the contract's alleged nullity is not stated or made clear. However, that may be, the contract was not void. It was licit for the parties to agree that the vendor should pay the purchaser only P2,000 instead of P20,000 as price of repurchase regardless of the currency received by the vendor. In this case the plaintiff, who is a full pledged lawyer and appeared below in his own behalf and filed the brief in this instance, drew the deed of sale himself, according to the lower court's finding, and the fixing of the ratio of ten to one between the Japanese war notes and the Commonwealth money must have been his own idea and certainly was for his own benefit. If the devaluation of the Japanese money bothered the plaintiff's conscience, there was no law to prevent him from redeeming the land for P20,000, or P15,000 which he admitted having received." (Italics supplied)

With regard to the portion of the order which allows the withdrawal of the original certificate of title in order that the Register of Deeds may effect the consolidation of ownership and issuance of a new title in favor of appellee as requested, we do not also find any justification for its reversal, as we are urged, it appearing that the decision in the original case (Civil Case No. 4606) has become final and executory and no further step need be taken therein affecting the equities of the parties. The case is closed, and no reason is seen why the evidence that has been presented cannot be withdrawn.

Finding no merit in this appeal, we hereby affirm the order appealed from, with costs against appellant.

Parás, C. J., Padilla, Montemayor, Reyes, A., Labrador, Concepcion, Reyes, J. B. L., and Endenda, JJ., concur.

* 89 Phil., 497.

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