

THE PROVINCIAL SHERIFF OF RIZAL, PETITIONER, VS. THE HONORABLE COURT OF APPEALS AND SANDRA K. SHAOUY, RESPONDENTS.

G.R. No. L-22606. December 12, 1975

Ponente: MAKASIAR, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/d06b69522796/>

MAKASIAR, J.:

There is no debate as to the antecedents of these two cases.

Sandra K. Shaouy, herein private respondent, was a tenant of Charles Hollmann at the latter's house at 217 Ortega Street, San Juan, Rizal.

On September 24, 1956, Charles Hollmann filed a civil action against private respondent for unlawful detainer in the Justice of the Peace Court of San Juan, Rizal, docketed as Civil Case No 1457 of said court (ROA, pp. 2-3). The case was however decided on the basis of a compromise agreement dated December 22, 1956 and approved by the Justice of the Peace on December 26, 1956, providing:

"COMPROMISE AGREEMENT

"COMES NOW the plaintiff and defendant in the above entitled case and to this Hon. Court, respectfully state:

"1. That defendant Sandra K.. Shaouy acknowledges her indebtedness to plaintiff Charles Hollmann the total amount of rental for the latter's house at 217 Ortega, San Juan, Rizal, covering the period from May, 1956 to October, 1956 on the basis of P350.00 a month, inclusive;

"2. That defendant obligates herself to pay such indebtedness on or before a period of six (6) months from the signing of this compromise agreement;

"3. That for the faithful compliance by defendant Sandra K. Shaouy with the obligation subject of this compromise agreement she will secure it with a performance bond to be put up by the Luzon Surety Co., or any reputable bonding firm, within thirty (30) days from the signing hereof; and

"4. That failure of defendant Sandra K. Shaouy to comply with payment of her obligation herein acknowledged by her at the period stated would entitle plaintiff to an immediate execution on either the bond or on her property.

"WHEREFORE, it is respectfully prayed that the foregoing compromise agreement be approved by this Honorable Court.

"San Juan, Rizal, December 22, 1956."

"(SGD) CHARLES A. HOLLMANN

CHARLES A. HOLLMANN

Plaintiff

"(SGD) SANDRA K. SHAOUY

SANDRA K. SHAOUY

Defendant"

(pp. 27-28, ROA).

Due to the failure of private respondent to pay the rentals stipulated therein, Charles Hollmann asked for and secured a writ of execution from the Justice of the Peace, dated July 10, 1957 (pp. 29-31, ROA), and-pursuant thereto, petitioner levied upon various personal properties of respondent Sandra Shaouy, namely, radio phone, matrimonial bed, electric range, rattan set, lamp shade, television, refrigerator, air conditioning unit, and tableware cabinet and had them advertised for sale for August 23, 1957.

To stop the execution sale, private respondent filed on August 20, 1957 with the Court of First Instance of Rizal a petition for certiorari with preliminary injunction against the Justice of the Peace of San Juan, Rizal, the Provincial Sheriff of Rizal and Charles Hollmann, on the ground that the sum of P2,500.00 which she had paid unto Hollmann as proved by the notation signed by Hollmann to a letter of Atty. Onofre Guevara, counsel for respondent Shaouy, dated December 13, 1955 (Exh. F), had not been deducted from the total amount of P6,300.00 sought to be collected on execution and which, if deducted, would leave a balance of only P3,600.00. The Court of First Instance of Rizal issued a preliminary injunction on the condition that respondent Shaouy files a bond in the sum of-P-8,000.00 (pp. 3941, ROA).

On August 23,1967, respondent Sandra Shaouy filed an urgent motion with the Court of First Instance of Rizal seeking, among others, the reduction of the bond, which motion was denied by the court which directed said respondent to file the corresponding bond before 4:00 o'clock in the afternoon of said date (pp. 43-44, ROA). Because of private respondent's failure to file such bond, the sheriff's sale was held on August 24, 1957, and the properties were sold to Charles Hollmann for the total sum of P801.00. As the judgment was for the amount of P6,504.50, and there was thus a deficiency of P5,504.50, petitioner provincial sheriff garnished a credit due to respondent Shaouy from Mr. and Mrs. Pascual (p. 100, ROA). This credit was eventually paid by Pascual in the sums of P5,504.50 and P40.52, the last being the sheriff's fee.

For the reason that the sale had not been stopped, herein private respondent filed a supplementary petition on February 22, 1958, this time asking to annul the sheriffs sale on the ground that it was irregular, void and illegal (pp. 70-77. ROA). This supplementary petition was admitted by the court over the objection of Charles Hollmann.

After trial, the court overruled the claim of herein private respondent that she had already paid previously the sum of P2,500.00; because if that were true, there was no showing why it was not included in the compromise agreement.

Nevertheless, the court a quo annulled the sheriff's sale due to the absence of the required notice of sale and because the price obtained was shocking to the conscience of the court.

From this decision, petitioners Provincial Sheriff and Charles Hollmann appealed to the Court of Appeals. Thereafter, the Court of Appeals rendered its decision, the dispositive part of which reads:

"IN VIEW WHEREOF, judgment affirmed and modified; the sheriffs sale is annulled; respondent Hollmann and Sheriff of Rizal are condemned to pay jointly and severally unto petitioner the sum of P3,404.00 with legal interest from the date of the filing of the supplemental petition, plus the costs."

Hence, these petitions for review.

I

The auction sale of private respondent's personal properties was void; because it was held on August 24, 1957 and not on August 23, 1957, which was the date advertised for the sale. The petitioner Provincial Sheriff should have sent new notices to the debtor and to the public about the change of the date for the auction sale (Sec. 16, Rule 39, 1940 Rules of Court, now Sec. 16, Rule 39, 1964 Rules of Court; *Ago vs. Court of Appeals, et al.*, L-17898, Oct. 31, 1962, 6 SCRA 530; *Aragon vs. Jorge*, 85 Phil. 246; *Balagtas vs. Arguelles*, 52 Phil. 317; *Campomanes vs. Bartolome, et al*, 38 Phil. 808).

As found by both the trial court and the Court of Appeals, the Provincial Sheriff failed to post the notice of sale in three (3) public places in the municipality where the sale was to take place, for not less than five (5) nor more than ten (10) days, as required by Section 16(b), Rule 39 of the 1940 Rules of Court. This omission likewise nullifies the sale.

II

The gross inadequacy of the price paid by petitioner Hollmann as judgment-creditor for the personal properties of private respondent is so shocking to the conscience as to likewise render the sale null and void. Thus, the Court of Appeals stated:

". . . (I)t further being established by petitioner that 1 st, her radio phone worth P1,000.00, Majestic, acquired in 1953, was sold for P100.00; secondly, her matrimonial bed worth P500.00 was sold for P50.00; thirdly, her electric range with four burners Norge, which she acquired in the States for P1, 000.00 was sold for P100.00; fourthly, her TV set, 21 inches which she bought in 1954 for P1,500.00 was sold for P100.00; fifthly, her refrigerator 7 or 8 cubic feet which she acquired for P1,000.00 was sold for P85.00; sixthly her air-conditioning unit which she acquired from the States for P1, 500.00 each was sold for P120.00 each; and her imported Bangkok tableware cabinet for which she paid P800.00 was sold for P61.00 (TSN, 26-37, Sta. Ana); and respondents only attack upon this testimony being that of the deputy sheriff who said that the properties were 'secondhand already,' but they had to be second hand because petitioner had used them, they were 'not painted new' which was natural, 'the refrigerator was small, rusty on the handle,' but he added that both range and refrigerator were functioning (TSN, 13, Escalona); and respondent's cross examination only sought to establish that petitioner no longer had receipts for the purchases, but this was natural, and with such status and proofs, when lower court appraised the properties at 50% of their acquisition value, fixing the sum of P4,200.00, which was indeed very fair, more than fair because that would mean practically a depreciation of 20% a year, perhaps it cannot be said that there is room for reversal of lower court's findings, under the principle that appreciation of facts of lower court should not ordinarily be disturbed because it is the lower court that had the best chance to gauge the credibility of the witnesses, and here, it even imposed a high degree of depreciation most probably acquainted as it is by the common spectacle that sheriffs' sales do not bring good prices; now the foregoing discussion on the exceedingly low prices added to the congenital defects of wrong place and lack of proof of the required notices must have to justify a ratification of lower court's action of annulling the sale; and such being the case, the effect of it must be to return the parties to the status quo ante but as this is no longer possible, therefore, petitioner should be indemnified for the value of the properties that

had been taken from her, and lower court having on the basis of the proofs, correctly fixed their value at P4,200 this value has to be returned to her; and as the properties had been sold all to respondent Hollmann, it becomes his obligation in view of the annulment of the sale, to return said value unto petitioner; and as his judgment credit against petitioner was for P6,300.00, but he also realized in the garnishment the sum of P5,504.00, the balance that he must return onto petitioner should be P3,404.00" (pp. 27-30, Rollo, L-23114).

From the fact that the judgment creditor paid a scandalously low price for the articles sold, that the sale was made on a day different from that advertised, that the sheriff's sale was held at the premises of the debtor at which only petitioner Hollmann as judgment creditor was the bidder, and that prior to the sale, petitioner Hollmann already brought a truck with him to carry away the goods after the sale, both the trial court and the Court of Appeals rightly inferred connivance between the petitioners in these two cases, for which they should be solidarity liable for the damage caused to the private respondent.

III

Private respondent moved to dismiss the petition (L-22606) of the Provincial Sheriff, on the ground that it was filed beyond the reglementary period provided for by law (p. 36, rec). WE find merit in this contention.

The records of the case bear testimony to the following indubitable facts:

- On March 5, 1964, petitioner received a copy of the decision of the Court of Appeals. Under the Rules, he has up to March 20, 1964, within which to file a petition for review;
- On March 19, 1964, petitioner thru counsel filed a motion for an extension of 30 days, or up to April 19, 1964, within which to file a petition for certiorari (p. 1, rec);
- On March 31, 1964, this Court by resolution, granted to petitioner an extension of 15 days from the expiration of the reglementary period, with the warning that no further extension shall be given;
- On April 6, 1964, not having received the resolution on his first motion for extension of time, petitioner filed another motion for a second and last extension of 15 days from said date within which to file his petition for certiorari (p. 3, rec);
- On April 8, 1964, petitioner received a copy of the resolution of this Court on his first motion for extension granting him an additional 15 days without any further extension;
- On April 13, 1964, petitioner filed this petition for review with this Honorable Court.

Under the circumstances, therefore, the original period to appeal was extended only up to April 4, 1964. That petitioner received the resolution extending the period to appeal after the expiration of such period, while indeed regrettable, is not enough justification for petitioner to claim that such circumstances should now be considered in his favor.

In a long line of decisions, this Court has repeatedly held that while the rules of procedure are liberally construed, the provisions on reglementary periods are strictly applied as they are "deemed indispensable to the prevention of needless delays and necessary to the orderly and speedy discharge of judicial business" (Alvero vs. de la Rosa, et al, 42 O.G. 316; Valdez vs. Ocumen, et al., L-13536, Jan. 20, 1960). The same is true with respect to the rules on the manner and periods for perfecting appeals (Gutierrez vs. Court of Appeals, 26 SCRA 32).

It may not be amiss to point out that while the period to appeal may be extended (Bueva vs. Surtida, et al, L-9349, May 17, 1957), such extension is addressed to the sound discretion of the Court (Socco vs. Garcia, L-18321, Oct. 31, 1962) and the mere filing and pendency of the motion for extension of time does not suspend the running of the reglementary period (Bello, et al. vs. Fernandez, L-16970, Jan. 30, 1962; King vs. Joe, 20 SCRA 1117).

We need but say that petitioner filed his motion for extension of time at the eleventh hour, just one day before the expiry of the original period for appeal. The little time left for this purpose should have spurred him to press for the resolution of the said motion. In *Bello, et al. vs. Fernandez*, supra, WE warned that the movant has no right to assume that his motion would be granted, and should check with the Court as to the outcome of his motion, so that if the same is denied or is partially granted, as in this case, he can still perfect his appeal within the remaining period. WE reiterated this warning in *Reyes versus Sta. Maria* (L-29554, Nov. 20, 1972, 48 SCRA 1). This, petitioner did not do. He should not have taken for granted this Court's total approval thereof. He did nothing but file the motion; that was at his own risk.

Over five (5) decades back *Dy Cay versus Crossfield and O'Brien*, 38 Phil. 521 (191 8), reminded US that public policy and sound practice demand that "at the risk of occasional errors, judgments of courts should become final at some definite date fixed by law." The appeal here was filed beyond the reglementary period. It must be dismissed.

At any rate, the present appeal, as previously demonstrated, is devoid of merit.

WHEREFORE, THE PETITIONS IN THESE TWO CASES ARE HEREBY DENIED, WITH COSTS AGAINST PETITIONERS.

Makalintal, C.J., Teehankee, Esguerra, and Martin, JJ., concur.

Muñoz Palma, J., took no part.

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.