

AURORA P. DE LEON, PETITIONER, VS. HON. SERAFIN SALVADOR, AS JUDGE OF BRANCH XIV OF THE COURT OF FIRST INSTANCE OF RIZAL (CALOOCAN CITY), AND EUSEBIO BERNABE, ALBERTO A. VALINO,...

G.R. No. L-30871. December 28, 1970

Ponente: TEEHANKEE, J.

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TEEHANKEE, J.:

Joint decision of two special civil actions which were ordered consolidated since they involve the same properties and the common issue of conflict of jurisdiction of the two Caloocan City branches of the Court of First Instance of Rizal.

Case L-30871 arose from the following facts: A judgment for P35,000.00-actual, moral and exemplary damages obtained by Enrique de Leon against private respondent Eusebio Bernabe in Civil Case No. C-189 of Branch XII of the Rizal court of first instance, Caloocan City branch presided by Judge Fernando A. Cruz, having become final and executory, a writ of execution was issued by said court. Pursuant thereto, the city sheriff, on November 8, 1966 levied on execution on two parcels of land of 682.5 square meters each registered in the names of Bernabe under T. C. T. Nos. 94985 and 94986 of Caloocan City. At the execution sale held on February 14, 1967, the city sheriff sold the said properties to herein petitioner, Aurora (sister of the judgment creditor) as the highest bidder for the total sum of P30,194.00, (the property then being subject to an existing mortgage lien in the amount of P120,000.00). The sheriff executed the corresponding certificate of sale in her favor, which was duly registered on February 21, 1967 with the Caloocan City register of deeds.

On February 7, 1968, just about two weeks before the expiration, of the one-year period to redeem the properties sold in execution, the judgment debtor Bernabe filed a separate civil action docketed as Civil Case No. C-1217 against his judgment creditor Enrique de Leon, herein petitioner Aurora P. de Leon as purchaser and the sheriff as defendants for the setting aside or annulment of the execution sale held on February 14, 1967 "for being anomalous and irregular", and for the ordering of a new auction sale. This second case, instead of being referred to Judge Cruz presiding over Branch XII which had issued the writ of execution, was assigned to Branch XIV, the other Caloocan City branch of the Rizal Court of First Instance presided by Judge Serafin Salvador, who issued on February 19, 1968 a writ of preliminary injunction enjoining therein defendants, particularly the sheriff to desist "from taking further proceedings against the properties of the plaintiff [Bernabe] that were sold at public auction on February 14, 1967, and from issuing a sheriff's deed of sale at the expiration of the period of redemption on February 21, 1968 in favor of defendant Aurora P. de Leon." Aurora moved to dissolve the injunction and to dismiss this second case on the grounds of laches and lack of jurisdiction of Judge Salvador's court to interfere with the execution proceedings pending in the first case before Judge Cruz' court which is of equal and co-ordinate jurisdiction, but Judge Salvador denied the same for not being indubitable and tried the case, notwithstanding Aurora's pleas before and after the trial to resolve the issue of his court's lack of jurisdiction.

Pending his decision, Judge Salvador issued on May 20, 1969 an order granting two ex-parte motions, of Bernabe of May 12, and May 15, 1969 and ordering the sheriff to allow Bernabe to redeem the two properties sold at public auction more than two years ago on February 14, 1967 under the writ of execution issued by Judge Cruz' court in the first case. On the following day, May 21, 1969, Bernabe deposited with the sheriff the sum of P33,817.28 as the redemption price (P15,987.00 per lot plus interests), who issued a certificate of redemption. Bernabe then "registered on the following day, May 22, 1969, the sheriff's certificate of redemption with the register of deeds, who in turn cancelled the entry of the execution sale in favor of Aurora, as well as registered on one of the properties covered by T. C. T. No. 94986 a deed of first mortgage executed on May 20, 1969 by Bernabe in favor of one Antonio de Zuzuarregui to secure a loan of P130,000.00. Aurora's motion of May 28, 1969 in the second case to set aside the order and certificate of redemption and re-registration of mortgage on the ground of lack of jurisdiction was denied by Judge Salvador, who ruled in his order of June 23, 1969 that "there is no question that this Court has jurisdiction to hear and determine this case which questions the regularity and legality of the auction sale of properties held on February 14, 1967, hence the authority granted by the Court to redeem said properties within the redemption period in order to write finis to the pending case." [1] Hence, this action for certiorari filed by Aurora impleading the sheriff and the register of deeds for the annulment and setting aside for lack of jurisdiction of the questioned orders of Judge Salvador's court as well as of the challenged actions of the other respondent officials pursuant thereto. As prayed for, the Court issued a writ of preliminary injunction enjoining said respondents from doing or taking any other act in connection with the said properties.

On May 30, 1969, Aurora also filed in the first case before Judge Cruz' court a motion with proper notice for consolidation of title and for the court to order the sheriff to issue in her favor a final deed of sale over the subject parcels of land. Judge Cruz order of September 5, 1969, granting Aurora's motion over Bernabe's opposition that he had redeemed on May 21, 1969 the said properties by virtue of Judge Salvador's order of May 20, 1969 in the second case and ordering Bernabe to surrender his owner's duplicates of title for transfer to Aurora, in turn gave rise to Case L-31603 filed by Bernabe. After Bernabe's motion for reconsideration urging Judge Cruz to hold in abeyance Aurora's motion for consolidation of title until this Court's decision in Case L-30871 "which will end once and for all the legal controversy" over the conflict of jurisdiction between the two courts, was denied by Judge Cruz' order of January 8, 1970, he filed this action for certiorari, impleading the sheriff, for the annulment and revocation of the questioned orders of Judge Cruz, on the ground of the latter's lack of jurisdiction to issue the same. As prayed for, the Court also issued a writ of preliminary injunction against the enforcement of Judge Cruz' orders, until the conflict between the parties could be finally resolved.

The decisive issue at bar is a simple one of jurisdiction: which court, Branch XII presided by Judge Cruz or Branch XIV presided by Judge Salvador has exclusive jurisdiction to set aside for alleged irregularities the execution sale held on February 14, 1967 by virtue of the writ for the execution of the final judgment in the first case (No. C-189) issued by Judge Cruz court and to order a new auction sale - which was the relief sought by the judgment debtor in the second case (No. C-1217) in Judge Salvador's court?

It is patent that such exclusive jurisdiction was vested in Judge Cruz' court. Having acquired jurisdiction over Case No. C-189 and rendered judgment that had become final and executory, it retained jurisdiction over its judgment, to the exclusion of all other co-ordinate courts for its execution and all incidents thereof, and to control, in furtherance of justice, the conduct of its ministerial officers in connection therewith. [2] Execution of its judgment having been carried out by the sheriff with the levy and sale of the judgment debtor's properties, Eusebio Bernabe as judgment debtor could not in the guise of a new and separate second action (Case No. 1217) ask another court of co-ordinate jurisdiction, Judge Salvador's court, to interfere by injunction with the execution proceedings, to set them aside and to order the holding of a new execution sale - instead of seeking such relief by proper motion and application from Judge Cruz' court which had exclusive jurisdiction over the execution

proceedings and the properties sold at the execution sale.

As early as 1922, in *Cabigao vs. del Rosario*,^[3] this Court laid down the doctrine that "no court has power to inter-fere by injunction with the judgments or decrees of a court of concurrent or coordinate jurisdiction having power to grant the relief sought by injunction", pointing out that "(T)he various branches of the Court of First Instance of Manila are in a sense coordinate courts and to allow them to interfere with each other's judgments or decrees by injunctions would obviously lead to con-fusion and might seriously hinder the administration of justice."

The Court similarly ruled in *Hubahib vs. Insular Drug Co., Inc.*,^[4] with reference to Branch II of the Cebu court of first instance having taken cognizance of an independent action for the annulment of a writ of execution issued by Branch III of the same court which has rendered the judgment, that "the institution of said action was not only improper but also absolutely unjustified, on the ground that the appellant had the remedy of applying to the same Branch III of the lower court, which issued the orders in question, for reconsideration thereof, x x x or of appealing from said orders or from that denying his motion in case such order has been issued. The various branches of a Court of First Instance of a province or city, having as they have the same or equal authority and exercising as they do concurrent and coordi-nate jurisdiction, should not, cannot, and are not permitted to interfere with their respective cases, much less with their orders or judgments, by means of injunction."

In *National Power Corporation vs. de Veyra*,^[5] the Court, through former Chief Justice Cesar Bengzon, thus explained that the garnishment or levy of property on execution brings the property into custodia legis of the court issuing the writ of exe-cution, beyond the interference of all other co-ordinate courts, thereby avoiding conflicts of power between such courts: "(T)he garnishment of property to satisfy a writ of execution 'operates as an attachment and fastens upon the property a lien by which the property is brought under the jurisdiction of the court issuing the writ.' It is brought into custodia legis, under the sole control of such court. Property is in the custody of the court when it has been seized by an officer either under a writ of attachment on mesne process or under a writ of execution. A court which has control of such property, exercises exclusive jurisdiction over the same. No court, except one having a supervisory con-trol or superior jurisdiction in the premises, has a right to interfere with and change that possession."

The Court in striking down the Baguio court's issuance of a writ of preliminary injunction against the Baguio city sheriff's garnishment of cash funds of Baguio City deposited in the Baguio branch of the Philippine National Bank pursuant to a writ of exe-cution issued by the Manila court of first instance for the satis-faction of a final judgment rendered in favor of the National Power Corporation, and its assuming cognizance of the separate com-plaint filed with it, duly indicated the proper procedure in such cases and the fundamental reason therefor: "(T)he reason advanced by the respondent court of Baguio City that it should grant relief when 'there is apparently an illegal service of the writ' (the pro-property garnished being allegedly exempt from execution) may not be upheld, there being a better procedure to follow, i. e., a resort to the Manila court, wherein the remedy may be obtained, it be-ing the court under whose authority the illegal levy had been made. Needless to say, an effective ordering of legal relationships in civil society is possible only when each court is granted exclu-sive jurisdiction over the property brought to it."^[6]

The Court time and again has applied this long-established doctrine admonishing court and litigant alike last year in *Luciano vs. Provincial Governor*^[7] "that a judge of a branch of a court may not interfere with the proceedings before a judge of another branch of the same court."

The properties in question were brought into custodia legis of Judge Cruz' court and came under its exclusive jurisdiction when they were levied upon by the sheriff pursuant to the writ for execution of the judgment rendered

by said court. The levy is the essential act by which the judgment debtor's property is set apart for the satisfaction of the judgment and taken into custody of the law, and from such time the court issuing the execution acquires exclusive jurisdiction over the property and all subsequent claims of other parties are subordinated thereto, irrespective of the time when the property is actually sold.[8] The execution sale having been carried out upon order of Judge Cruz' court, any and all questions concerning the validity and regularity of the sale necessarily had to be addressed to: his court which had exclusive jurisdiction over the properties and were beyond interference by Judge Salvador's court. Judge Cruz' court alone had jurisdiction - subject only to the supervisory control or appellate jurisdiction of superior courts - to rule upon the regularity and validity of the sale conducted by its ministerial officers from the sheriff's office, and his affirmative ruling thereon could not be interfered with by injunction of, nor sought to be foreclosed by, the challenged orders of Judge Salvador's court.

Bernabe's contention that "he does not attempt to annul or nullify the judgment or order issued by (Judge Cruz' court) ... If (Judge Salvador's court) finds the allegations of the complaint to be true, then it has the, jurisdiction to order a new auction sale, which has nothing to do with the judgments or decrees issued by Judge Cruz' court)"[9] is untenable. As above stated, the properties upon being levied on and sold by virtue of Judge Cruz' order of execution were brought into the exclusive custodia legis of Judge Cruz' court. This is but in accordance with the established principle that "A case in which an execution has been issued is regarded as still pending, so that all proceedings on the execution are proceedings in the suit"[10] and that "(A)n execution is the fruit and end of the suit, and is very aptly called the life the law. The suit does not terminate with the judgment; and all proceedings on the execution, are proceedings in the suit, and which are expressly, by the act of Congress, put under the regulation and control of the Court out of which it issues. It is a power incident to every Court from which process issues, when delivered to the proper officer, to enforce upon such officer a compliance with his duty."[11] Any and all questions involving the execution sale concerned the proceedings in Judge Cruz' court and had to be raised and determined in that court, subject to review by the higher courts. They could not be improperly passed upon by another co-ordinate court - behind the back, as it were of Judge Cruz' court.

Judge Salvador's order of May 20, 1969 granting two ex-parte motions of the judgment debtor Bernabe and directing the sheriff to allow the redemption of the properties notwithstanding that the one-year redemption period had already lapsed more than one year ago on February 21, 1968 (one year after registration on May 21, 1967 of the sheriff's sale of May 14, 1967) was equally untenable. It must be noted that Bernabe's action in Judge Salvador's court filed on February 7, 1968 two weeks before the expiration of the redemption period sought to set aside the execution sale and to have a new auction sale ordered, on the grounds that the sheriff had allegedly sold the two parcels of land jointly instead of separately, and that the total sales price of P30,194.00 was shocking to the conscience, alleging that the two parcels, if sold separately, could easily be sold at P235,000.00 and P150,000.00. Pending decision and without ruling squarely on his court's lack of jurisdiction over the properties, Judge Salvador preremptorily issued his redemption order on Bernabe's bare manifestation that "(he) has but barely two days left of the one (1) year period granted by law to redeem" and that "(he) is now ready and willing to redeem" the properties.

Aside from the basic lack of jurisdiction of Judge Salvador's court to issue the redemption order, the order per se suffered from other grave flaws. Bernabe's motions in effect amounted to an abandonment of his position on the alleged irregularity of the execution sale, and the logical consequence thereof would have been the dismissal of his suit. (Thus, soon after Aurora's filing of her action for certiorari in this Court, Bernabe filed his so-called "Urgent Motion to Dismiss" of August 27, 1969 with Judge Salvador's court praying for the dismissal of the very case filed by him on the ground that having redeemed the properties, "the case can therefore be considered closed and terminated considering that defendants [Aurora, et al.] did not interpose any appeal" from the redemption order.) But Bernabe's motions were pre-sented on May 12 and May 15, 1969 and it was self-evident from the

record that the one-year period for redemption had long expired more than a year ago on February 21, 1968 as above stated and that Bernabe's allegations that he had two days left - of the redemption period was a gratuitous one. Nothing in the record indicates that Bernabe had ever timely made a valid offer of re-demption so as to safeguard his right thereto prior to his filing his separate action questioning the validity of the execution sale. It was therefore void and illogical for Judge Salvador to rule, in denying Aurora's motion for reconsideration that "there is no question that this Court has jurisdiction to hear and determine this case which questions the regularity and legality of the auction sale of properties held on February 14, 1967, hence the authority granted by the Court to redeem said properties within the redemption period in order to write finis to the pending case." For Judge Salvador thereby begged the basic prejudicial questions of his court's lack of jurisdiction and the expiration over a year ago of Bernabe's alleged right of redemption, not to mention that any grant of such right to redeem could not be decreed in a summary unreasoned order but would have to be adjudged in a formal decision reciting the facts and the law on which it is based, and which may not be immediately executed, without a special order therefor. Under Judge Salvador's void orders, all that a judgment debtor whose properties have been sold at execution sale but who does not have the funds to effect redemption has to do to unilaterally extend the one-year redemption period would be to file a separate action before another court of coordinate jurisdiction questioning the regularity of the execution sale and upon his getting the funds, notwithstanding the expiration of the redemption period, get an order of redemption and ask the court "to write finis to the pending case" - which should have been dismissed in the first instance for lack of jurisdiction.

The doctrine cited that a court or a branch thereof may not interfere with the proceedings before a judge of another court or branch of the same court since they are all courts of equal and co-ordinate jurisdiction is an elementary doctrine that has been established with the very system of courts. Understandable as Bernabe's plight and financial predicament may be, still it is incomprehensible why he should futilely resort, as he did, to filing his separate action with Judge Salvador's court which patently lacked jurisdiction over the properties sold in execution instead of questioning the regularity of the execution sale before Judge Cruz' court as the court of competent and exclusive jurisdiction, and properly applying, if he had just grounds, for extension of the redemption period.

As to the alleged gross inadequacy of the price of P30,194.00 paid by Aurora when according to Bernabe the properties could have been easily sold for a total price of P385,000.00, Bernabe has admitted that there was an existing mortgage lien on the properties in the amount of P120,000.00 which necessarily affected their value. This question was not raised at all before Judge Cruz' court nor did Judge Salvador rule thereupon, since he merely issued his void order of redemption. Suffice it to state on the basis of the record, however, that the failure of Bernabe to timely sell the properties for their fair value through negotiated sales with third persons either before or after the execution sale in order to be able to discharge his judgment debt or redeem the properties within the redemption period, or to raise the necessary amount therefrom to so effect redemption notwithstanding that they have been collecting the substantial monthly rentals thereof of P2,500.00 monthly even up to now^[12] can be attributed only to his own failings and gross improvidence. They cannot be cited in law or in equity to defeat the lawful claim of Aurora nor to give validity to the void orders of Judge Salvador's court. The applicable rule on forced sales where the law gives the owner the right of redemption was thus stated by the Court in *Velasquez vs. Coronel*:^[13] "However, while in ordinary sales for reasons of equity a transaction may be invalidated on the ground of inadequacy of price, or when such inadequacy shocks one's conscience as to justify the courts to interfere, such does not follow when the law gives to the owner the right to redeem, as when a sale is made at public auction, upon the theory that the lesser the price the easier it is for the owner to effect the redemption. And so it was aptly said: 'When there is the right to redeem, inadequacy of price should not be material, because the judgment debtor may reacquire the property or also sell his right to redeem' and thus recover

the loss he claims to have suffered by reason of the price obtained at the auction sale."

Bernabe's petition challenging the jurisdiction, of Judge Cruz' court to issue its orders of September 5, 1969 and January 5, 1970, confirming Aurora's acquisition of title to the properties by virtue of the execution sale and ordering Bernabe to transfer possession thereof to her, because of the separate civil action filed by him in Judge Salvador's court, must necessarily fail -- since said orders were within the exclusive competence and jurisdiction of Judge Cruz' court.

ACCORDINGLY, in Case L-30871, the writ of certiorari prayed for is granted; respondent Judge Salvador's court is declared without jurisdiction over Civil Case No. C-1217 other than to dismiss the same and the writ of preliminary injunction of February 19, 1968 therein issued and the orders of May 20, 1969 and June 23, 1969 therein issued, as well as respondent sheriff's certificate of redemption issued on May 21, 1969 are set aside and declared null and void; and the writ of preliminary injunction issued by the Court on September 2, 1969 is made permanent. In Case L-31603, the petition for certiorari is dismissed and the writ of preliminary injunction issued by this Court on February 11, 1970 is dissolved. No pronouncement as to costs.

Concepcion, C.J., in the result.

Reyes, Dizon, Makalintal, Zaldivar, Fernando, Barredo, Villamor, and Makasiar, JJ., concur.

Castro, J., no part.

[1] Annex P, Petition in G.R. No. L-30871.

[2] Rule 35, section 5(d), Rules of Court; see *Manila Railroad Co. vs. Yatco*, 23 SCRA 735 (1968).

[3] 44 Phil., 182; see also *Nuñez vs. Low*, 19 Phil. 244 (1911) and *Orais vs. Escaño*, 14 Phil. 208 (1909).

[4] 64 Phil., 119 (1937); emphasis supplied.

[5] 3 SCRA 646 (1961).

[6] Citing *Lacuna, et al. v. Ofilada*, G.R. No. L-13548, September 30, 1959; *Manuel Araneta & Jose L. Yu vs. Common. Ins. Co.*, G.R. No. L-11584, April 28, 1958, citing the early cases of *Cabigao & Izquierdo vs. Del Rosario and Lim*, 44 Phil. 182; *Agustin P. Montesa, et al. vs. Manila Cordage Co.*, G.R. No. L-4559, September 19, 1952; *Taciana Ongsingco, Guardian of Francisco de Borja vs. Hon. Bienvenido Tan, et al.*, G.R. No. L-7635, July 25, 1955.

[7] 28 SCRA 517 (1969); see also *Sterling Investment Corp. vs. Ruiz*, 30 SCRA 318 (1969); *Mas vs. Dumara-og*, 12 SCRA 34 (1964); *Tuason v. Torres*, 21 SCRA 1169 (1967); *Hacbang vs. Leyte Autobus Co.* 8 SCRA 103, (1963).

[8] Rule 39, section 35, see 2 *Moran's Rules of Court*, 1970 Ed., pp. 347-348, citing *Govt. of P. I. vs. Echaus*, 71 Phil. 318 (1941).

[9] Petition, L-31603, p. 11.

[10] *Ipekjdian Merchandising Co., Inc. vs. CIA*, 8 SCRA 59 (1960), Citing 21 Am. Jur. 18.

[11] *Idem*, at p. 64.

[12] G.R. No. L-31603, Rollo, p. 127.

[13] 5 SCRA 985 (1962), citing *Tolentino vs. Agcaoili*, 91 Phil. 917 (unrep.) and *Barrozo vs. Macaraeg*, 83 Phil.

378. In the cited Velasquez case, the issuance of a final deed of sale, by virtue of the tax sale to Velasquez for P520.19 and P311.58 of properties of 245.329 sq. m. and 383.099 sq. m. with assessed values of P7,500.00 and P4,730.00, respectively, both situated in Las Piñas, Rizal, upon the owners' failure to redeem, was upheld.

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