

ISABEL PADILLA Y ANGELES, REPRESENTED BY HER LEGAL GUARDIAN, NATIVIDAD ANGELES VDA. DE PADILLA, PLAINTIFF AND APPELLANT, VS. LUCIANO C. DIZON, DEFENDANT AND APPELLEE.

G.R. No. L-8026. April 20, 1956

Ponente: MONTEMAYOR, J.

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MONTEMAYOR, J.:

In the year 1948 Isabel Padilla y Angeles represented by her legal guardian Natividad Angeles Vda. de Padilla bought from Luciano C. Dizon a parcel of land in Sampaloc, Manila, said to contain an area of 233.90 sq. m., covered by Transfer Certificate of Title No. 12243 for P18,000. According to plaintiff, upon a resurvey of the land it was found to contain only 182.9 sq. m., and so she asked the vendor either to consider the sale void and for him to return the purchase price of P18,000 and get back the land, or else refund to her about P4,000, the proportionate reduction of the purchase price due to the difference in area. Failing to comply with her request or demand, plaintiff brought the present action; first, to have the defendant return the purchase price of P18,000 upon a judicial declaration of the sale as void because of vendor's fraud and misrepresentation as to the area of the lot; or to order defendant to refund to plaintiff the sum of P4,000 as the proportionate reduction of the purchase price, and that under either relief the defendant be made to pay legal interest from the execution of the deed of sale. After hearing, judgment was rendered in favor of the plaintiff and against the defendant in the following terms:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiff and against the defendant declaring the deed of sale rescinded or cancelled and the said defendant is ordered to reimburse the whole amount of P18,000, or, instead rescinding or cancelling the deed of sale, he reimburse the plaintiff the sum of P4,000 only "with interest at the rate of 6 per cent per annum from the date of the filing of the complaint until the full amount is paid. In the event that he refuses to do either of the alternatives, the Court orders the execution of the latter. With costs against the defendants."

Dissatisfied with the decision, defendant perfected his appeal to the Court of Appeals, paid the docket fee as well as the cost of printing of the record on appeal. Later, however, he changed his mind and withdrew his appeal, the Court of Appeals granting the withdrawal. Upon the return of the case to the trial court plaintiff asked for the execution of the judgment, particularly the second alternative of the dispositive part thereof, namely, the refund to her of P4,000 with legal interest from the date of the filing of the complaint. The defendant on the other hand, filed a motion to comply with the judgment stating that he had chosen the first alternative declaring the deed of sale rescinded and cancelled and ordering him (defendant) to return the purchase price of P18,000. Over the opposition of plaintiff, the trial court by order of June 5, 1951, granted defendant's motion thus:

"In view hereof, plaintiffs are hereby ordered to reconvey the property in question to the defendant for the consideration in the amount of P18,000, within ten days from the receipt of copy of this order." (p. 41, R. A.)

Failing to secure a reconsideration of said order, plaintiff filed with the Court of Appeals a petition for certiorari against the trial Judge to review and set aside the order of June 5, 1951 as well as the order denying its reconsideration. On July 21, 1951, the Court of Appeals in a resolution dismissed the petition for certiorari after

finding that the respondent Judge had not committed any error or abused his discretion in issuing the order of June 5, 1951. After her motion for reconsideration was denied, plaintiff appealed the resolution of dismissal to the Supreme Court but by resolution of this Tribunal the appeal was dismissed for lack of merit. In view of the adverse resolutions of the Court of Appeals and the Supreme Court on her petition, on September 6, 1951, plaintiff filed a manifestation of waiver of her rights in the decision rendered in her favor by the trial court, on the basis of Article 4, paragraph 2 of the old Civil Code which provides:

"Rights granted by law may be waived, provided such waiver be not contrary to public interest or public order, or prejudicial to a third person."

and asking "that the status quo of the parties before the filing of the above case be maintained." Plaintiff later filed a motion stating that in accordance with the trial court's decision, only her rights were recognized and that in accordance with her manifestation she was invoking the provisions of Article 4, paragraph 2 of the old Civil Code now re-embodied in Article 6 of the new Civil Code, and that she was waiving "her rights under said decision to maintain the status quo of the parties before the filing of the above-entitled case." This motion was denied. At first the trial court refused to allow plaintiff to appeal from that order of denial on the ground that its order of June 5, 1951 had already become final because of the refusal of the Court of Appeals and the Supreme Court to entertain her petition for certiorari. The appeal, however, was finally allowed and taken to the Court of Appeals which court certified it to us on the ground that only questions of law were involved.

The plaintiff contends that only she as plaintiff acquired a right under the decision which was in her favor and against the defendant; and that she has the right to waive said right whereby the parties would be returned to their original status as if no complaint had ever been filed by the plaintiff against the defendant. There are several reasons why we find appellant's position untenable. The very law she invokes provides that rights may be waived unless such waiver is contrary to law, public order, public policy, morals or good customs, or prejudicial to a third person with a right recognized by law. When, acting upon her complaint which asked for two alternative remedies the trial court rendered judgment giving the defendant the choice of complying with one of those remedies and he chose to comply with the first, namely, to annul the deed of sale and for him to return the purchase price of P18,000 and the plaintiff to reconvey the land to him, he certainly acquired a right recognized by law, and he would be prejudiced by a subsequent waiver on the part of the plaintiff of her right acquired under the decision. From another point of view, the complaint filed by the plaintiff may be regarded as an offer by her thru the court, to the defendant for him either to return the P18,000 and get back the land or refund P4,000. This offer was approved by the court and was embodied in its decision. When the defendant expressed to the court his willingness, readiness and ability to comply with the said decision, particularly the first part or alternative ordered in it, that may be considered as a formal acceptance of the offer made by the plaintiff; and thereafter the plaintiff cannot back out, and withdraw her offer. Acceptance of an offer gives the offeree a right to compel the offeror to comply with the offer.

There is still another aspect of the case. When after hearing, the trial court by its decision granted that part of the prayer contained in the complaint to have the deed of sale declared null or rescinded on the ground of fraud and misrepresentation as to the area of the land, and when that decision became final, the deed of sale was for all legal purposes declared rescinded and there was nothing that the plaintiff could do about it, especially after the defendant had accepted that judicial declaration of rescission and had offered to comply with his obligation to return the purchase price. The rule even in the United States would appear to be similar.

"SEC. 447. Conditions and Alternative Provisions.

"The party claiming the benefit of a judgment must comply with any terms and conditions which it may impose on him.

"The party who claims the benefit of a judgment rendered in his favor must comply with any terms or conditions which it may impose on him, and failure to do so will destroy the effect of the adjudication. Where the judgment is in the alternative, granting defendant an option to do a specified act or suffer judgment for a designated sum. his election eliminates the alternative, and is binding on both parties." (49 C. J. S. 887.) (*Italics supplied.*)

In view of the foregoing, the orders appealed from particularly that of June 5, 1951, are hereby affirmed, with costs.

Paras, C. J., Bengzon, Reyes, A., Jugo, Bautista Angelo, Labrador, Reyes, J. B. L. and Endencia, JJ., concur.

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