

ARSENIO REYES, PLAINTIFF-APPELLANT, VS. OSCAR DE LOS SANTOS AND AURORA T. INGALLA, DEFENDANTS-APPELLEES.*G.R. No. L-29936. April 26, 1973*

Ponente: FERNANDO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/dc03ec147469/>**FERNANDO, J.:**

It is not a difficult task that confronts this Court in the disposition of this appeal by plaintiff, Arsenio Reyes. The very same objection raised by him as to the validity of the redemption of the property in question, based on the alleged payment to the wrong person, the provincial sheriff, as well as the alleged failure to pay in full of what was due him, trifling amounts being mentioned, indicative of a rather fierce determination on his part in this as in previous cases[1] to frustrate the legitimate desire of an unfortunate debtor to reacquire what he has been forced to sell, had been previously resolved adversely to him in his own case of Reyes vs. Chavoso,[2] the opinion being penned by Justice Barredo. As a matter of fact about a month earlier, Justice Dizon, in Reyes-Gregorio vs. Reyes,[3] another suit where he was a party, already made clear that the provincial sheriff, is, in accordance with law, a proper party to accept the redemption money. When appellant's brief was filed then on May 8, 1969, even if he had not as yet been furnished in the meanwhile with a copy of the judgment in Reyes vs. Chavoso, it having been promulgated only on April 30 of that year, he ought to have more than just a premonition of the futility of seeking a reversal. It could be that having perfected his appeal, he thought that he might just as well go through with submitting all the necessary pleadings. He ought to have known that such a step could not be productive of any beneficial results. The lower court decision, sustaining as it does the right of the debtor to redeem and being in accordance with what was held by us both in Reyes-Gregorio and in Chavoso, must be affirmed.

Plaintiff, now appellant, filed an action of ejectment on January 10, 1963 against defendant-spouses, alleging that he had bought at an extrajudicial foreclosure sale conducted by the then Rehabilitation Finance Corporation, now the Development Bank of the Philippines, their house and lot, which they did not redeem thus resulting in his consolidating in his name the ownership thereof. In the answer filed by defendants, there was a denial of what was set forth in the complaint, with a counterclaim in which it was asserted that the redemption was fully accomplished with the payment to the provincial sheriff of Rizal of the principal in the sum of P5,460.00 and interest in the amount of P655.20. The dismissal of the complaint was sought.

In the decision, now on appeal, the facts were set forth as follows. "The defendant-spouses Oscar de los Santos and Aurora T. Ingalla, obtained on May 12, 1955 a loan of P7,500.00 from the then Rehabilitation Finance Corporation. To secure this obligation, defendants herein executed in favor of the Rehabilitation Finance Corporation a Deed of Real Estate Mortgage, x x x over their house and lot covered by TCT No. 38933, of the Office of the Register of Deeds of Rizal. The Development Bank of the Philippines, which succeeded the Rehabilitation Finance Corporation, foreclosed extrajudicially the mortgage under Act 3135, as amended, when the defendants herein failed to pay their obligation to the mortgagee-bank. On July 10, 1961, the Provincial Sheriff of Rizal sold at public auction the property with all the improvements existing thereon to the plaintiff Arsenio Reyes, [who was] the highest bidder for the sum of P5,460.00 and a corresponding Certificate of Sale,

xxx was issued to him. In said Certificate, the period of redemption was fixed at July 10, 1962. Likewise, a corresponding Deed of Sale, xxx was executed on July 21, 1961 between the Development Bank of the Philippines as attorney-in-fact of the defendants-mortgagor as vendor and plaintiff herein as vendee covering the foreclosed property', subject to the right of redemption of the said mortgagor. There is no showing in the Certificate of Sale, x x x that it was registered with the Office of the Register of Deeds of Rizal but this fact was indicated in Exhibit E', which is an official receipt of payment of registration dated July 12, 1962. Plaintiff, on July 11, 1962, executed an Affidavit of Consolidation of Ownership, x x x over the foreclosed property and filed with the Office of the Register of Deeds of Rizal on the basis of which the defendants' TCT No. 38933 was cancelled and a new Transfer Certificate of Title No. 100962, xxx was issued in the name of the plaintiff, Arsenio Reyes on July 12, 1962. Plaintiff paid the real estate taxes for the years 1961 and 1962 amounting to P2Q2.68 as shown in Exhibit D'; assessment in the sum of P45.00 xxx and documentary stamps of P16.95. The records show that the defendants exercised their right of redemption on July 10, 1962 over the foreclosed property tendering payment of P6,l 15.20, corresponding to the redemption price of P5.460.00, and interest due thereon of P655.20 indicated in Exhibit '2', to the Provincial Sheriff of Rizal. Accordingly, a Certificate of Redemption, x xx was issued by the Provincial Sheriff of Rizal on July 24, 1962, certifying that on July 10, 1962, the defendants-mortgagor deposited the amount of P6,l 15.20 as the total redemption price of the property sold at public auction by their office on July 10, 1961 and covered by TCT No. 38933 of the Province of Rizal. It was established that the defendants notified the plaintiff about this redemption through a letter and asked the latter to surrender the title on July 10, 1962, received and answered by the plaintiff on July 13, 1962 as shown in Exhibit-F'."[4] Judgment was thus rendered to the effect "that the defendants validly exercised their right of redemption over their foreclosed property involved herein and as a consequence of which the cancellation of TCT No. 38933 and the issuance of a new Transfer Certificate of Title No, 100962 superseding it are hereby declared void and of no effect. The Office of the Register of Deeds of Rizal is hereby ordered to issue a new Transfer Certificate of Title covering the property involved herein in favor of the defendants. Defendants are hereby ordered to reimburse the plaintiff the amount of P202.68 corresponding to the realty taxes on the land for the years 1961-1962 incurred by the plaintiff. Plaintiffs' complaint, therefore, is hereby dismissed."[5]

As noted at the outset, the questions of law raised, namely, whether the Provincial Sheriff of Rizal was authorized to accept the money offered for purposes of redemption, as well as the lack of complete payment in view of the insignificant amounts still due from defendants as redemptioners, had been passed upon and answered in the negative in *Chavoso vs. Reyes*. What is more, *Reyes-Gregorio vs. Reyes*, decided a month earlier, had equally disposed of the first issue adversely to plaintiff, now appellee, who certainly had full knowledge of our ruling, he being the losing party in both cases.

1. It suffices to show how devoid of merit the first assigned error is, as to the lack of authority of the Provincial Sheriff to cite this portion of the opinion of Justice Barredo in *Reyes vs. Chavoso*: [6]"Appellant contends, however, that the redemption made by the appellees spouses Reynaldo B. Chavoso and Manolita C. Chavoso is null and void. It is argued that the Sheriff of Quezon City may lawfully accept the redemption money for the purchaser only (1) if said purchaser unlawfully refused to accept the redemption money, or (2) if said purchaser had authorized the sheriff to accept such redemption money. We do not agree. No such conditions are imposed by the Rules." [7] After that excerpt, he cited Section 31 of Rule 39 of the Rules of Court, the last sentence of which reads: "The payments mentioned in this and the last preceding sections may be made to the purchaser or redemptioner, or for him to the officer who made the sale." [8] To show that such a rule has the support in previous decisions, Justice Barredo made reference to *Papa vs. Manalo*, [9] a 1915 decision, *Javellana vs. Mirasol*, [10] decided in 1920 and *Basco vs. Gonzales*, [11] promulgated in 1933. What is indisputable then is that even prior to the present Rules of Court, there was no question as to the validity of payment made to the

Provincial Sheriff to effect a redemption.

2. The second error would stigmatize the decision appealed as being contrary to law because of certain amounts allegedly not included in the money offered by way of redemption, including such trifling sums of P45.00, allegedly for assessment and P16.95 for documentary stamps. It is not to be ignored that the very decision appealed required the defendants, now appellees, to reimburse appellant the amount of P268.00 corresponding to the realty taxes. Appellant would thus extract his pound of flesh to the last ounce. How could he assume that such an attitude of unyielding insistence on not overlooking a centavo unpaid would elicit sympathy from this Court? Moreover, such an argument was raised and, as could be expected, rejected in *Reyes vs. Chavoso*. So it was made manifest in his portion of the previously-cited opinion of Justice Barredo: "Anent the contention that the amount accepted by the Sheriff from the redemptioner in this case failed to include the assessments, taxes and commissions appellant claims to have paid in addition to the purchase price of the auction sale, and for which reason it is now contended by appellant that the redemption referred to should be deemed ineffectual, the last paragraph of Section 30, Rule 39 of the Rules of Court expressly provides that 'if any assessments or taxes are paid by the redemptioner or if he has or acquires any lien other than that upon which the redemption was made, notice thereof must in like manner be given to the officer (who made the sale) and filed with the registrar of deeds; if such notice be not filed, the property may be redeemed without paying such assessments, taxes, or liens.' As correctly pointed out by appellees in their briefs, there is no allegation in the complaint filed with the lower court that such notice was made by appellant, and there is no claim made here by appellant that he complied with the requirements of making such notice to the Sheriff of Quezon City before the latter permitted the redemption. So, even on the assumption that appellant had really paid the assessments, taxes and commissions alluded to by him, he cannot now be heard to complain that the said sheriff violated his duty by accepting only the purchase price at the auction sale and the interests thereon, for without the required notice from appellant that he had made additional payments in the form of assessments, taxes and commission, the sheriff concerned was in no position to know them. Neither is appellant right in saying that he failed to make such notice precisely because he was not aware of the redemption, intimating that it was the duty of either the redemptioner or the sheriff to notify him of the redemption. No such duty devolves upon them; on the contrary, the rule requiring such notice should be taken to mean that a purchaser or redemptioner, in order to protect his rights, must make such notice as soon as any additional payments are made by him, and not only at the time the mortgagor or judgment debtor offers to make redemption." [12] It is clear from the above that no imputation of the redemption being defective, even on the assumption of the omission of the amounts made mentioned of in the second assignment of error, is warranted. As a matter of fact, a picayune objection of such character has previously met the rejection it so richly deserved in *Reyes vs. Tolentino*, [13] the party involved being appellant himself. Witness these words of Justice J. B. L. Reyes: "In his second assignment of error, appellant contends that even though redemption was timely made, the money tendered to the sheriff was allegedly short of P29.71. We decline to pass upon this alleged error for two reasons: not only is the amount too unsubstantial but appellant did not explain to the court a quo how he computed the alleged shortage. It follows that the foreign authorities he has cited on the effect of redemption when the amount paid is less than the required amount need not now be discussed. He further argues that the redemption price should have included taxes, assessments, documentary stamps and registration expenses, but the lower court found no evidence that appellant Reyes paid for those items." [14] Thus is the second error disposed of.

3. Nothing further need be added except to note that plaintiff is not anything if not obdurate. This is not to deny that a party to whom the law confers a right is no doubt justified to go to court for the enforcement thereof, even if, to those to whom kindness and forbearance are not alien qualities, such a move may not in all respects conform to the demands of morality. As long as one does not overstep the bounds of legality, he is on solid ground. It is an entirely different matter though for a litigant, by a forced or tortured interpretation of a legal norm to be the

recipient of a benefit for which no warrant exists. It is bad enough to discern a loophole in coda! provision or rule of court; it is infinitely worse to conjure one. To do so is not merely a reflection on one's bona fides; it invites disrespect for the law. If perchance he succeeds in the attempt, the reproach is not directed at him solely, even the legal system does not escape unscathed. It is about time then that a halt be called to plaintiff's persistence in attaching to the law on redemption features amounting to an affront to reason and a disregard for fairness. Whatever regard there may be for the assumption, according to Weber, of the capitalist ethic looking with favor on the passion for acquisitiveness,[15] the state in the interest of public welfare has wisely seen to it that the unfortunate debtor, already the victim of either poor business judgment or unforeseen economic circumstances responsible for his plight is not left remediless against a purchaser bent on rendering nugatory his right to redeem. The law is anything but that.

WHEREFORE, the decision of the lower court of September 11, 1967 is affirmed. With treble costs against appellant, Arsenio Reyes.

Makalintal, Acting C.J., Zaldivar, Ruiz Castro, Teehankee, Barredo, Makasiar, Antonio, and Esguerra, JJ., concur.

[1] Reyes vs. Hamada, L-19967, May 31, 1965, 14 SCRA 215; Reyes vs. Noblejas, L-23691, Nov. 25, 1967, 21 SCRA 1027; Reyes vs. Chavoso, L-24507, April 30, 1969, 27 SCRA 1253; Reyes-Gregorio V5. Reyes, L-24699, March 28, 1969, 27 SCRA 427; Reyes vs. Manas, L-27755, Oct. 4 1969, 29 SCRA 736; Reyes vs. Tolentino, L-29142, Nov. 29, 1971, 42 SCRA 365. In all these cases, he did not prevail.

[2] L-24507, April 30, 1969, 27 SCRA 1253.

[3] L-24699, March 28, 1969, 27 SCRA 427.

[4] Decision, Record on Appeal, 44-46.

[5] Ibid., 52-53.

[6] L-24507, April 30, 1969, 27 SCRA 1253.

[7] Ibid., 1258-1259.

[8] Ibid.

[9] 29 Phil. 360.

[10] 40 Phil. 761.

[11] 59 Phil. 1.

[12] Reyes vs. Chavoso, L-24507, April 30, 1969, 27 SCRA 1260-1261.

[13] L-29142, November 29, 1971, 42 SCRA 365.

[14] Ibid.. 372.

[15] Cf. Gerth and Mills, From Max Weber, 302-323 (1946).

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.