

SUSANO AMOR, PETITIONER, VS. JUGO, JUDGE OF FIRST INSTANCE OF MANILA, SHIU CHE KONG (ALIAS TIU TIONG IU), RESPONDENTS.*G.R. No. L-922. December 03, 1946*

Ponente: PADILLA, J.

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In a detainer action brought by petitioner against respondent Shiu Che Kong alias Tiu Tions Iu and Francisco Gonzales, judgment was rendered by the Court of First Instance of Manila on appeal, the dispositive part of which reads thus:

"El demandado Shiu Che Kong alias Tiu Tiong Iu y el demandante manifestaron al Juzgado que entrs ellos dos acababan de tensr un arreglo amistoso, sin especificarlo; pero para evitar que las partes vuelvan a litigar sobre la misma question, y sin perjuicio de cualquier arreglo legal que las partes pudieran tener, el Juzgado dicta decision, condenando a los demandados a restituir al demandante la casa en cuestion No. 2248 (piso bajo), Avenida Rizal, Manila; se demandado Shiu Che Kong alias Tiu Tiong lu a pagar al demanlos aquileres de dicha casa a razon de CIENTO CUARENTA PESOS (P140.00) al mes el exceso de lo que habia recibido desde Marzo,a Julio, inclusive, de 1945, mas sus intereses legales; se condena al demandado Shui Che Kong alias Tiu Tiong Iu a pagar al demandante los alquileres de dicha casa a razon de CIENTO CUARENTA PESOS (P140.00) al mes por el tiempo que vaya venciendo despues de Julio de 1945 hasta la restitution completa de dicha casa al demandante; se ordena al demandando Francisco Gonzales a no inmiscuirse en la posesion y disposicion de dicha casa; y se ordena a los dos demandados a pagar las costas en ambas instancias." (Exhibit A.)

Only Francisco Gonzales appealed from the judgment. This Court affirmed it (Exhibit C). On August 2, 1946, a motion for reconsideration was denied by this Court (Exhibit, C-1). On August 5, petitioner moved for execution of the judgment which the respondent court granted the following day (Exhibit D). On August 10, respondent Tiu Tiong Iu moved for a stay of execution of the judgment, on the ground (1) that there had been a contract of lease on the premises involved in the action between him and the petitioner; (2) that after making him believe that he could continue occupying the premises, petitioner was estopped from asking for execution of the judgment; (3) that the judgment, the execution of which was prayed for, by its terms could not be executed against him; (4) that the judgment had already been executed, for the contract of lease referred to had in effect restored to petitioner the possession of the premises (Exhibit 5r') . It clearly appears that the real purpose of the motion was not to stay execution of the juagment but to quash it. The motion was objected to by petitioner (Exhibit G) . On August 20, the respondent court denied the writ of execution prayed for by petitioner (Exhibit E) , which had already been granted on August 6 {Exhibit D) . The motion submitted, to the respondent court for decision was to stay execution ox the judgment (should be to quash the writ of execution), but the order denying the execution was tantamount to granting the stay of execution of the judgment (should be to quashing the writ of execution), prayed for by respondent Tiu Tiong Iu, on the ground that there was a contractual relation of landlord and tenant between petitioner and respondent Tiu Tiong Ju (Exhibit H) . A motion for reconsideration of the preceding order (Exhibit I) was denied (Exhibit L).

The petition filed in this special civil action prays for a writ to compel the respondent court to issue a writ for the execution of the judgment, the issuance of which it had denied or the quashal or stay of which it had ordered.

The alleged settlement of the detainer case between respondent Tiu Tiong lu and petitioner is disputed by the latter who claims that what was settled or accepted by him was the payment of rental to him every month instead of its deposit into court during the pendency of the appeal. Petitioner's claim is corroborated by: his refusal to accept the payment of the rental for the month of August after learning of the denial by this Court of appellant's motion for reconsideration on August 2, 1946. If the respondent Tin Tiong In had in fact entered into a contract of lease with the petitioner, the former should have bared it to the trial court or should have sat up his defense and presented evidence in support thereof, when the latter objected to the dismissal of the case as to said respondent. Be that as it may, the fact remains respondent Tiu Tiong lu and his co-defendant Francisco Gonzales were ordered by the Court of First Instance of Manila, among other things, to vacate the premises then occupied by the respondent Tiu Tiong lu. Only Francisco Gonzales appealed from that judgment. This Court affirmed it. The judgment was final and executory as to the respondent Tiu Tiong lu even before its affirmance by this Court, because he did not appeal therefrom.

The respondent court cannot refuse to issue a writ of execution upon a final and sice out ory judgment, or Quash it, or order its stay, for, as a general rule, the parties will not be allowed, after final judgment, to object to the execution by raising new issues of fact or of law, except when there had been a change in the situation of the parties which makes such execution Inequitable (Warner, Barnes & Go, vs. Jaucian, 13 Phil. 4; Behn, Meyer & Co. vs. Mc Micking, 11 Phil., 276; Molina²⁷⁶; Molina vs. De la Riva, 8 Phil. 569; Espiritu vs. Crossfield and Guash, 14 Phil, 588; Flor Mata vs. Lichauco y Salinas, 36 Phil. 809; Chua A. H. Lee vs. Mapa, 51 Phil, 624]; or when, it appears that the controversy has never been submitted to the judgment of the court (Yulo vs. Powell, 36 Phil. 732} ; or when it appears that the writ of execution has been improvidently issued, or that it is defective in substance, or is Issuad against the wrong party, or that judgment debt has been paid or otherwise satisfied; or when the writ has been issued without authority (Wolfson vs. Del Rosario and Fajardo, 76 Phil., 143; Viuda de Mayuga vs. Raymundo and Nable, 42 Official Gazette 2121) . None of these circumstances is present in the judgment sought to be executed. The judgment is clear, specific and definitive. And with more compelling reason the respondent court cannot refuse to issue such writ, or quash it or order its stay, "When the. judgment had been reviewed and affirmed by an appellate court, for it cannot review or interfere with any matter decided on appeal, or give ether or further relief, or assume supervisory jurisdiction to interpret or reverse the judgment of the higher court (Shioji vs. Harvey, 43 Phil. 333; Cabigao and Izquierdo vs. Del Rosario and Lira, 44 Phil. 182; Wolfson vs. Del Rosario and Fajardo, supra; Philippine Trust Co. vs. Santamaria, F.M. Yaptico & Co., 53 Phil. 463)

The phrase "sin perjuicio de oualquier arreglo legal que las partes pudieran tener", found la the judgment under consideration, does not warrant an inference that there had been a contract, understanding or settlement between petitioner and respondent Tiu Tiong lu which created between them the relationship of landlord and tenant. It is more of a future than a past or previous understanding, Respondent Tiu Tiong la insists that it was an understanding had before the trial of the case in the respondent court. His failure to persist in his motion to have the case dismissed as to him based on that understanding deprives him of the right to rely thereon. If the alleged understanding had been entered into before the trial of the case, the rule laid down in Chua A. H. Lee vs. Mapa, supra, invoked by respondent Tiu Tiong lu, is inapplicable, because the understanding is not subsequent to the judgment, the trial court disregarded it, and the respondent Tiu Tiong lu did not appeal from such finding to have it reversed.

There being, no legal or equitable ground upon which, a refusal to issue a writ of execution, or a quashal of the execution, or a stay of execution, of the judgment rendered in the detainer case against the respondent Tiu Tiong

lu may be predicated, the order of the respondent court denying the issuance of the writ of execution, or quashing it or directing its stay after it had been issued, is clearly illegal.

The respondent court is directed to issue the writ of execution as prayed for by the petitioner, with costs against the respondent Tiu Tiong lu.

Moran, C.J., Paras, Feria, Pablo, Perfecto, Hilado, Bengzon, Briones, and Tuason, JJ., concur.

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