

LUMEN POLICARPIO, PETITIONER, VS. THE REGIONAL TRIAL COURT OF QUEZON CITY, BRANCH 83 AND GROUP DEVELOPERS AND FINANCIERS, INC., RESPONDENTS.

G.R. No. 107167. August 15, 1994

Ponente: VITUG, J.

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VITUG, J.:

This petition for review takes issue on the interpretation made by the Regional Trial Court (“RTC”) of Quezon City on this Court’s decision of 29 November 1988 in G.R. No. 73421. The petition seeks to reverse an order, dated 14 September 1992, of the RTC issuing a writ of execution of the judgment which now has long become final and executory.

On 05 December 1970, private respondent Group Developers and Financiers, Inc., and petitioner Lumen Policarpio entered into a “Pre-need Purchase Agreement” for the purchase by petitioner of one “Heritage Family Court Estate Block,” a memorial lot, for the amount of P59,836.00, payable as follows: P5,983.60, by way of downpayment, and the balance at the rate of P1,197.92 each month, starting 16 January 1971, for sixty (60) months. On 05 December 1970, petitioner paid private respondent the downpayment of P5,983.60, but thereafter failed to remit the installments due under the agreement.

In a “Supplemental Agreement” entered into by the parties, private respondent corporation agreed to construct for petitioner a “Family Court Unit” on the property for P20,000.00, payable by petitioner thusly: P4,000.00, representing the 20% downpayment of the contract price, and the balance in twelve (12) equal monthly installments plus interest. On 07 December 1970, petitioner paid the downpayment of P4,000.00 but, here again, no further payments were made.

In both agreements, it was stipulated that in case of a failure of compliance by petitioner of any of the covenants thereof, the agreements could, thirty (30) days after such default, be declared null and void at the option of private respondent, which could then re-enter and take possession of the premises. All payments made prior thereto would, furthermore, pertain to private respondent by way of liquidated damages.

On 25 April 1971, petitioner’s father, Don Simeon C. Policarpio, was interred at the Loyola Memorial Park. Petitioner agreed to pay the sum of P275.00 as interment services which itself, however, was not paid. Later, three other relatives of petitioner were interred at the unit.

Private respondent ultimately filed an action against petitioner, praying, as follows:

“WHEREFORE, it is respectfully prayed that:

“1. The Pre-Need Purchase Agreement (Annex ‘A’) and the Supplement to the Pre-Need Purchase Agreement (Annexes ‘B’ and ‘B--1’) be deemed rescinded, that your plaintiff be allowed to take possession of the premises and of all the improvements thereon, and that your plaintiff be allowed to retain the amounts of P9,983.60 representing the down payments paid in under said contracts;

“2. Your plaintiff be authorized to disinter and relocate the remains of Don Simeon Cristobal Policarpio to a single interment unit in the same Park and that defendant be charged with the value thereof in the amount of P1,680.00, together with the expenses necessary for that purpose;

“3. Defendant be held liable to your plaintiff for the following amounts:

“(a) P43,937.60 in concept of actual damages arising from her refusal to proceed with the contract and from the non-disposition of the Family Court Estate and for the Family Court Unit constructed there;

“(b) P275.00 with interest thereon from May 25, 1971 until the amount is fully paid for the services rendered in the interment of Don Simeon Cristobal Policarpio on April 25, 1971;

“(c) 10,000.00 by way of attorney’s fees;

“(d) Such amount as this Honorable Court may deem just, equitable and effective by way of exemplary and temperate damages;

“(e) Costs of the suit and expenses of litigation.’

“Your plaintiff likewise prays for such other and further relief as may be just and equitable in the premises.”[1]

Petitioner failed to appear at the pre-trial. She was declared in default. On 08 July 1974, judgment was rendered by the then Court of First Instance of Rizal, Branch IV, Quezon City, thusly:

“WHEREFORE, IN VIEW OF THE FOREGOING, judgment is hereby rendered for the plaintiff and against the defendant as follows:

“1. The Pre-Need Purchase Agreement & the Supplemental Agreement are hereby deemed rescinded and plaintiff is allowed to take possession of the premises subject thereof;

“2. The sum of P9,983.60 representing the downpayment made by the defendant is deemed forfeited in favor of the plaintiff as liquidated damages;

“3. To pay the proportionate cost of the interment unit used by the late Don Simeon Cristobal Policarpio thirty (30) days from notice;

“4. In case defendant fails to comply with the foregoing paragraph (Par. 3 of the dispositive portion of this decision), plaintiff is authorized to disinter and relocate the remains of Don Simeon Cristobal Policarpio to a single interment unit and defendant is ordered to pay the sum of P1,680.00 representing the value thereof as well as the expenses incidental thereto;

“5. To pay the sum of P275.00 representing the value of interment services with legal interest thereon from May 25, 1971 until the same is fully paid;

“6. To pay the sum of P2,500.00 as attorney’s fees; and

“7. To pay the costs of suit.

“SO ORDERED.”[2]

Private respondent filed a motion for reconsideration, asking (1) that petitioner should instead be required to pay the full balance due under the contract and not merely the proportionate cost of the interment unit occupied by the remains of Don Simeon Cristobal Policarpio or, in the alternative, to surrender possession of the entire Family Court Unit, and (2) that petitioner should be ordered to pay the damages proven by private respondent. On 03 October 1974, the trial court issued an order, which read:

“WHEREFORE, after considering the reasons adduced by the plaintiff and finding the same to be well taken, the motion for reconsideration is granted, and the dispositive portion of the decision dated July 8, 1974 is hereby amended to read as follows:

“WHEREFORE, the court finds the plaintiff’s claim for specific performance to be well established, and hereby orders the defendant:

‘1. To pay the plaintiff the amount of P90,860.70 which constitutes the entire balance due the plaintiff from the defendant for the defendant’s acquisition of a Family Court Unit in the Heritage Family Court Estate Block No. 7 of Loyola Memorial Park at Marikina, Rizal, owned and operated by the plaintiff;

‘2. In the alternative, should the defendant fail to pay the amount of P90,860.70 within 60 days from receipt of this order, the defendant is hereby ordered to surrender the premises consisting of the Heritage Family Court Estate Block 7 and the Family Court Unit presently occupied by the defendant and her family to the plaintiff, and to pay the amount of P39,918.00 by way of damages;

‘3. Should the plaintiff choose the second alternative and require the surrender of the premises, the court hereby authorizes the plaintiff to transfer the remains of Don Simeon Cristobal Policarpio to a suitable interment lot within Loyola Memorial Park at the expense of the defendant.”[3]

Private respondent filed a second motion for reconsideration, alleging that the court erred in not ordering petitioner to pay outstanding interest on the unpaid installments and the amount of P275.00 with interest thereon from 25 May 1971, as well as attorney’s fees, originally adjudged. On 30 December 1974, the trial court issued another order, viz:

“WHEREFORE, the order of this court dated October 3, 1974 modifying the dispositive portion of the decision dated July 8, 1974 is hereby amended so as to include that the defendant is hereby ordered to pay the sum of P275.00 representing the value of interment service with legal interest from May 25, 1971 until the same is fully paid and to pay the sum of P2,500.00 as attorney’s fees and the costs of the suit.

“SO ORDERED.”[4]

Both parties appealed. The Court of Appeals rendered a decision in favor of Lumen Policarpio. Its motion for reconsideration having been denied, Group Developers and Financiers, Inc., went to this Court on appeal by review on certiorari (docketed G.R. No. 73421). On 29 November 1988, the Third Division of this Court, through now retired Justice Hugo E. Gutierrez, Jr., decided thusly:

“WHEREFORE, the respondent Appellate Court’s decision is hereby SET ASIDE and the dispositive portion of the trial court’s decision rendered on July 8, 1974 is hereby reinstated. Costs against respondent Policarpio. Atty. Amador Y. Isonza, Jr., is ordered to show cause within ten (10) days from notice of this decision why disciplinary action should not be taken against him for failure to file a memorandum inspite of the extensions of time he requested and which were granted.

“SO ORDERED.”[5]

Herein private respondent corporation filed a motion for the execution of the judgment which the Regional Trial Court granted on 02 December 1991. Petitioner filed a motion for reconsideration. The trial court deferred action on the motion pending the resolution by this Court of a motion for clarification which was meanwhile filed by petitioner. This Court, however, resolved to refer the motion to the court of origin. On 12 March 1992, petitioner filed a manifestation with the trial court to the effect that she was willing to pay the amount of P140,000.00 in settlement of her obligation. She made a tender of payment which private respondent rejected; instead, the latter filed a motion to enforce execution of the judgment. Petitioner filed a “manifestation and motion” for consignment (of P140,000.00) and asked that the running of the interest be held to cease as of 09 April 1992,

when the tender of payment was made to private respondent. On 14 September 1992, the trial court issued the herein questioned order, reading:

“WHEREFORE, this Court hereby declares that only the Decision dated July 8, 1974, without the amendments should be enforced by writ of execution.

“Consequently, defendant’s ‘Motion for Reconsideration’ dated December 13, 1991 and ‘Motion for Consignation’ dated May 23, 1992 are hereby DENIED.

“Plaintiff’s ‘Motion to Enforce Execution’ dated May 18, 1992 is hereby GRANTED. Let the corresponding writ of execution be issued for the enforcement of the reinstated dispositive portion of the Decision dated July 8, 1974.

“SO ORDERED.”[6]

On 21 October 1992, petitioner filed with this Court a petition for review on certiorari, as well as an urgent motion for the issuance of temporary restraining order and/or writ of preliminary injunction, both dated 17 October 1992.

The petition avers that -

“RESPONDENT COURT ERRED GRAVELY IN NOT CONSIDERING THE ORDERS DATED OCTOBER 3, 1974 and DECEMBER 3, 1974 RESPECTIVELY IN THE IMPLEMENTATION OF THE JULY 8, 1974 DECISION.

“RESPONDENT COURT ERRED IN NOT HOLDING THAT PRIVATE RESPONDENT IS ESTOPPED FROM INSISTING ON THE IMPLEMENTATION OF THE JULY 8, 1974 DECISION WITHOUT CONSIDERING THE ORDERS DATED OCTOBER 3, 1974 and DECEMBER 3, 1974 RESPECTIVELY AND THE MEANING IMPARTED IN THE DECISION OF THIS SUPREME COURT.”[7]

Acting on the urgent motion for the issuance of temporary restraining order and/or writ of preliminary injunction, this Court, in its resolution of 28 October 1992, resolved “to DIRECT private respondent to allow petitioner and her relatives access into their family tomb located at respondent’s Loyola Memorial Park, on November 1 and 2 only, for them to clean the place and pay homage to their dead parents in observance of All Saints’ Day.”[8] On 06 November 1992, petitioner filed a supplemental petition which this Court denied, in its 25 November 1992 resolution, for raising an entirely new issue.[9]

The petition has no merit.

First. The decision of this Court, dated 29 November 1988, has categorically stated that “the dispositive portion of the trial court’s decision rendered on July 8, 1974 is x x x reinstated.” Having pointed out with particularity the decision of the court a quo to be reinstated, which has become final and executory, we cannot effect the modification that petitioner now suggests against the vehement objections of private respondent.

Second. A circumspect reading of the 29 November 1988 decision of this Court would show that it evidently did not fail to take into account the orders, dated 03 October 1974 and 30 December 1974, of the trial court issued subsequent to the decision of 08 July 1974. This Court has said:

“Nowhere in Policarpio’s pleadings did she deny her indebtedness to the petitioner. Even in her appeal, she merely raised as issues her having been declared in default and the trial court’s decision finding the claim for specific performance meritorious thereby converting the suit for rescission into one for specific performance.

“On this latter point, the relevant provision is Rule 18, Sec. 5 of the Rules of Court which provides:

“Extent of relief to be awarded. -- A judgment entered against a party in default shall not exceed the amount or be different in kind from that prayed for.”[10]

The above rule has repeatedly been stressed by us.[11] A court is bereft of jurisdiction to award, in a judgment by default, a relief other than that specifically prayed for in the complaint.[12] Observe that this Court’s decision of 29 November 1988 accords with the prayer of private respondent in its complaint.

Third. The decision has long since become final and executory.[13] It is settled that final decisions are no longer open to amendments or modifications;[14] otherwise, we will see no end to litigations.

Fourth. It is now too late in the day for petitioner to raise the issue on estoppel; if at all, that issue should have been threshed out in G.R. No. 73421.

WHEREFORE, the petition is hereby DISMISSED and the order, dated 14 September 1992, of the Regional Trial Court is AFFIRMED in toto. Costs against petitioner.

SO ORDERED.

Feliciano, (Chairman), Bidin, Romero, and Melo, JJ., concur.

[1] Records, pp. 7-8.

[2] Rollo, p. 38.

[3] Rollo, pp. 59-60.

[4] Rollo, p. 46.

[5] Rollo, p. 65.

[6] Rollo, pp. 54-55.

[7] Rollo, p. 19.

[8] Rollo, p. 47.

[9] Rollo, p. 16.

[10] Records, Annex B.

[11] Keller & Co., Ltd. vs. COB Group Marketing, Inc., 141 SCRA 86; Pilipinas Bank vs. Tirona-Liwag, 190 SCRA 834

[12] Lim Toco vs. Go Fay, 80 Phil. 166.

[13] On 26 December 1988.

[14] Adez Realty, Inc. vs. Court of Appeals, 212 SCRA 623; Marquez vs. Court of Appeals, 179 SCRA 74; International School, Inc. vs. Minister of Labor and Employment, 175 SCRA 507.

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