

**TRADERS ROYAL BANK, PETITIONER, VS. HON. COURT OF APPEALS,
PARIA, RUBY ANN, MARGARITA, ROSARIO, CYNTHIA, LINDA JOY,
ALL SURNAMED CAPAY AND RAMON A. GONZALES, RESPONDENTS.**

G.R. No. 114299. March 09, 2000

Ponente: KAPUNAN, J.

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KAPUNAN, J.:

In our Decision dated September 29, 1999, we disposed of the consolidated cases as follows:

WHEREFORE, the Decision of the Court of Appeals dated February 24, 1994, in CA-G.R. C.V. No. 33920, as modified by its Resolution dated August 10, 1994 is hereby AFFIRMED. In addition, Traders Royal Bank is ordered to pay the Capays the fair market value of the property at the time it was sold to Emelita Santiago.

This Decision is without prejudice to whatever criminal, civil or administrative action against the Register of Deeds and/or his assistants that may be take by the party or parties prejudiced by the failure of the former to carry over the notice of lis pendens to the certificate of title in the name of TRB.

SO ORDERED. [1]

On October 21, 1999, the Capays and Ramon Gonzales, private respondents in G.R. No. 114299 and petitioners in G.R. No. 118862, filed a Motion for Partial Reconsideration of the above Decision. They pray for the inclusion in the dispositive portion of said Decision of an award to each of them the amount of P100,000.00 as moral damages, P40,000.00 as exemplary damages, and P40,000.00 as attorney's fees, all with legal interest at the time of the filing of the complaint. They also ask that Traders Royal bank (TRB) be ordered to pay them the amount of P47,730.00, the price stipulated in the Deed of Absolute Sale between said bank and its transferee, Emelita Santiago, plus interest at 12% per annum from the date of said contract, instead of the fair market value of the disputed property at the time of said sale.

I

We clarify that we did not delete the award of moral and exemplary damages, attorney's fees, and interest in favor of the movants. It may be recalled that the trial court, in ruling for the Capays and Atty. Gonzales, ordered the Register of Deeds to cancel the certificate of titles issued in the names of the transferees and to issue new ones in favor of the movants. In addition, the trial court ordered TRB to pay movants P100,000.00 as moral damages, P40,000.00 as exemplary damages, and P40,000.00 as attorney's fees, with legal interest from the filing of the complaint. [2]

The Court of Appeals initially affirmed the decision of the trial court in toto. TRB appealed to this Court while the subsequent transferees filed a motion for reconsideration in the appellate court. The Court of Appeals, in a Resolution dated August 10, 1994, granted the transferees' motion thus:

ACCORDINGLY, in view of the foregoing disquisitions and finding merit in the motion for reconsideration, the same is hereby GRANTED. Consequently, the decision of this Court, promulgated on February 24, 1994,

is hereby RECONSIDERED. The complaint filed against defendants-appellants with the court a quo is hereby ordered DISMISSED, and the certificate of titles originally issued to them in their individual names are hereby restored and duly respected. We make no pronouncements as to costs.

SO ORDERED. [3]

As stated in the above Resolution, the appellate court merely dismissed the complaint as against the subsequent transferees, not as against TRB. In effect, the Court of Appeals reversed the decision of the trial court ordering the cancellation of the certificates of title in the name of the subsequent transferees but sustained the award of damages in favor of the movants herein. The decision of the Court of appeals affirming the award of damages remained unaffected by the subsequent resolution. TRB did not specifically question the award of damages when it appealed to this Court; hence, such issue was beyond our review.

Inasmuch as we affirmed the decision of the Court of Appeals, as modified by its resolution, the award of damages in favor of movants need not be stated in detail. The omission should not be read as a deletion of the award for damages. Accordingly, we deny the prayer for the inclusion of such award in the dispositive portion of our decision.

II

Movants ask that TRB be ordered to pay them the amount the former received from its immediate transferee, Emelita Santiago, and interest thereon, instead of the fair market value of the property at the time of said transfer. The basis for the award of the amount constituting the value of the property, which we decreed in our decision, is found in Article 1400 of the Civil Code:

Art. 1400. Whenever the person obliged by the decree of annulment to return the thing can not do so because it has been lost through his fault, he shall return the fruits received and the value of the thing at the time of the loss, with interest from the said date.

In accordance with the above provision, movants would ordinarily be entitled to, aside from the value of the property, interest thereon from the date of the loss, in this case, from the sale of the property by TRB to Emelita Santiago, with interest from said date. Pursuant also to the above provision, movants would be entitled to the fruits received from said property, if evidence of such receipt of fruits is presented.

Movants, however, insist upon the price of the property at the time of the sale to Emelita Santiago, which was in the amount of P47,730.00 as appearing in the Deed of Absolute Sale. To this, TRB poses no objection and we take the price stated in the deed of sale as a stipulation between the parties on the value of the property. Accordingly, we grant movants' prayer for said amount, with 12% per annum from said sale, the value of the property being equivalent to a forbearance of credit. [4]

IN VIEW OF THE FOREGOING, the Court Resolved to GRANT IN PART the Partial Motion for Reconsideration and Motion for Reconsideration. The dispositive portion of this Court's Decision in G.R. Nos. 114299 and 118862 dated September 24, 1999 is hereby AMENDED as follows:

WHEREFORE, the Decision of the Court of Appeals dated February 24, 1994 in CA-G.R. C.V. No. 33920, as modified by its Resolution dated August 10, 1994 is hereby AFFIRMED. In addition, Traders Royal Bank is ordered to pay the Capays the amount of P47,730.00, with 12% interest from the date of said sale until the same is paid.

This Decision is without prejudice to whatever criminal, civil or administrative action against the Register of Deeds and/or his assistants that may be take by the party or parties prejudiced by the failure of the former to carry over the notice of lis pendens to the certificate of title in the name of TRB.

SO ORDERED.

SO ORDERED.

Davide, Jr., C.J., (Chairman), Puno, and Ynares-Santiago, JJ., concur.

Pardo, J., on official business abroad.

[1] Decision, pp. 25-26.

[2] See Decision, pp. 5-6.

[3] Rollo, G.R. No. 118862, p. 63.

[4] Eastern Shipping Lines, Inc. vs. Court of Appeals, 234 SCRA 78 (1994).

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