

JUAN T. CHUIDIAN, PETITIONER AND APPELLANT, VS. VICENTE SINGSON ENCARNACION, ET AL., RESPONDENTS AND APPELLEES.

G.R. No. 11773. April 29, 1960

Ponente: PARAS, C.J.

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PARAS, C.J.:

This is an appeal from a decision of the Court of First Instance of Manila, dismissing appellant's petition for certiorari with preliminary injunction. The stipulation of facts upon which the case was submitted for decision reads as follows:

1. That petitioner was formerly occupying Suite 207 Singson Bldg., situated at P. Moraga, Manila, owned by the respondent V. Singson Encarnacion, for which the petitioner was paying P1,300.00 a month;

"2. That respondent V. Singson Encarnacion filed a complaint in the Municipal Court of Manila on August 9, 1954, praying that the petitioner be ejected from the above-mentioned premises and to pay the back rentals in the amount of P6,608.30, including charges on light, water and interest, and such other rentals that may accrue from time to time until petitioner vacates the premises at the monthly rate of P1,300.00;

"3. That on October 19, 1954, the respondent Judge of the Municipal Court of Manila rendered judgment in favor of V. Singson Encarnacion ordering the petitioner to vacate the premises and to pay the amount set forth in the complaint and such other rentals that may accrue from time to time until he vacates the premises;

"4. That the petitioner, the attorney-in-fact of respondent, and the lawyer of the respondent V. Singson Encarnacion conferred and it was agreed that the writ of execution be stayed in the meantime conditioned upon the payment of the outstanding account of the petitioner within a reasonable time and to keep up to date his subsequent monthly rentals;

"5. That while said complaint was pending the petitioner, on August 25, 1964, paid P3,000.00 and left a balance of P4,398.72 more or less, including charges on light, water and interest;

"6. That on September 10, 1904, the petitioner paid P2,000.00 leaving a balance of P3,876.02, more or less, including charges on light and water and interest;

"7. That from the date of the judgment of the Municipal Court of Manila, the petitioner paid on October 20, 1954, the amount of P2,398.72 leaving a balance of P4,360.23, and on January 14, 1955, paid P1,000.00 leaving a balance of P6,289.61 including charges on light, water and interest;

"8. That on April 11, 1955, when the amount due from the petitioner was P10,833.30 more or less, respondent V. Singson Encarnacion filed a motion for the issuance of an alias writ of execution to enforce the judgment of the Municipal Court of Manila.

"9. That petitioner filed a motion to quash the alias writ of execution issued by the Municipal Court of Manila on the ground that the judgment which the respondent V. Singson Encarnacion sought to enforce was novated by a subsequent agreement wherein the petitioner was given ample time within which to settle his obligation in installment;

"10. That while said motion for the issuance of an alias writ of execution to enforce the judgment of the Municipal Court of Manila was pending the petitioner paid P4,000.00 on May 7, 1955 leaving, a balance of P5,861.70 more or less including charges on light, water and interest;

"11. That on June 18, 1955, the respondent Judge of the Municipal Court of Manila denied, the petitioner's motion to quash and issue an alias writ of execution;

"12. That on June 24, 1955, the petitioner filed the present action;

"13. That on August 12, 1955, the petitioner made a payment of P3,000.00, this time leaving a balance of P4,348.35 more or less including charges on light, water and interest;

"14. That on August 15, 1955, petitioner paid P2,500.00 and while this case is pending he voluntarily vacated the premises leaving a balance of P2,399.89, excluding interest thereon up to the present."

The petitioner-appellant argues that the lower court erred because the order of dismissal was not based on clear findings of facts, and a correct appreciation of the recitals in the foregoing stipulations should have warranted the conclusion that an alias writ of execution was not proper, since the judgment of the Municipal Court had been extinguished or novated by a subsequent compromise agreement between the parties. This argument is not tenable. The appealed order quoted the stipulations of facts, and the findings of the lower court are of course the very facts admitted therein. Without stating in so many words, said court, in dismissing the petition for certiorari, ruled that those facts did not support the claim of extinguishment or modification of judgment by novation.

We would elaborate, further by observing that the compromise agreement invoked by the petitioner was not incompatible with, and was only a means or mode of enforcing, the clearly continuing judgment of the Municipal Court, so that, upon default on the part of the petitioner to fulfill the condition for the stay of its enforcement, corresponding writ of execution was properly applied for and issued.

Wherefore, the decision appealed from is hereby affirmed with costs against appellant. So ordered.

Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Endencia, Barrera and Gutierrez David, JJ., concur.

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