AMININ L. ABUBAKAR, PETITIONER VS. AURORA A. ABUBAKAR, RESPONDENT.

G.R. No. 134622. October 22, 1999

Ponente: DAVIDE, JR., C.J.

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DAVIDE, JR., C.J.:

Petitioner Aminin L. Abubakar (hereafter AMININ) and respondent Aurora A. Abubakar (hereafter AURORA) were married in Jolo, Sulu, on 1 May 1978 in accordance with Islamic law.

Sometime in February 1996, AURORA filed before the 1st Shari'ah Circuit Court of Isabela, Basilan Province (hereafter referred to as the CIRCUIT COURT), a complaint against AMININ for "Divorce with Prayer for Support and Damages." Docketed as Case No. 537, the complaint was mainly premised on the alleged failure of AMININ to secure AURORA's consent before contracting a subsequent marriage, in violation of Articles 27 and 162 of Presidential Decree No. 1083, otherwise known as the "Code of Muslim Personal Laws of the Philippines."

In its pre-trial order[1] dated 21 March 1997, the CIRCUIT COURT limited the issue to be resolved at the trial to a determination of "the rights or the respective shares of the (parties) with respect to the property subject of partition after divorce." Identified as the realty to be divided were: (a) a half unit of a duplex standing on a lot at Tumaga Por Centro, Zamboanga City[2] covered by Transfer Certificate of Title No. T-86, 898. [The other half is owned and occupied by a certain JACKARIA M. MOHAMMAD and his wife].2; (b) a 550-square meter lot adjacent to the one previously mentioned[3] ; and (c) a house and lot at Block 2, (Lot 44), Kasanyangan Village, Jolo, Sulu,[4] (hereafter collectively known as the PROPERTIES).

On 29 August 1997, Judge Kaudri L. Jainul issued an order[5] dissolving the marriage of AURORA and AMININ, distributing the PROPERTIES equally between them as co-owners, and ordering AMININ to pay her the amount of P10,000 as support during the three-month 'idda (waiting period).

AURORA duly filed a notice of appeal from this decision but only "as far as it involves the issue of partition of property, and not to the grant of divorce and damages it being in her favor."[6] Actually, both parties were concerned only with the conclusion of the CIRCUIT COURT that the PROPERTIES were conjugal.

In his 20 May 1998 decision,[7] Judge Bensaudi I. Arabani, Sr., presiding over the 3rd Shari'ah Judicial District Court of Zamboanga City (hereafter referred to as the DISTRICT COURT), affirmed the CIRCUIT COURT's 29 August 1997 order with some modifications, thus:

> WHEREFORE, appreciating the evidence submitted to the Court by both parties in their respective pleadings and memoranda, and the pertinent laws applicable to the case, judgment is hereby rendered modifying the order of the court of origin as follows:
>
> (a) Affirming the grant of DIVORCE by faskh (decree of court) between the parties;
>
> (b) Affirming the order of the trial Court, as follows:

The following properties is (sic) hereby awarded and distributed equally between herein plaintiff and defendant being considered as co-owners and as such, they will have equal share in the partition of their properties, to wit:

> 1. House and lot situated at Tumaga Por Centro, Zamboanga City, consisting of a half duplex unit on Lot No. 1845-B-2 under Transfer Certificate of Title No. T-86, 898. (The other half duplex is owned and occupied by JACKARIA M. MOHAMMAD and his wife);
>
> 2. A 550 square meters (sic) lot adjacent to the house and lot described under item No. 1, identified as Lot No. 1845-B-3 under Transfer Certificate of Title No. 86, 899;
>
> 3. House and lot at Block 2, Lot 44, Kasanyangan Village, Jolo, Sulu under Transfer Certificate of Title No. T-1820 containing an area of 240 square meters;

And, in addition, to be included as part of their common property and (to) be partitioned and divided equally:

> 1. The real estate at Alicia, Zamboanga del Sur.
>
> (c) Ordering the defendant-appellee to pay the plaintiff-appellant the sum of one hundred ten thousand (P110,000.00) pesos, Philippine Currency as support in arrears from . . . February 14, 1996, when plaintiff-appellant demanded for it in her complaint, and up to the expiration of her idda (waiting period) on December 16, 1997, or (a) duration of twenty two (22) months, and in the amount of five (5) thousand (P5,000.00) pesos, monthly, or a total amount of One Hundred Ten Thousand (P110,000.00) pesos, Philippine Currency, plus legal interest thereon from the time this judgment becomes final and executory until the said amount is satisfied in full;
>
> (d) Ordering defendant-appellee to pay plaintiff-appellant the sum of FIFTY THOUSAND (P50,000.00) pesos, Philippine Currency as moral damages, plus legal interest thereon from the time this judgment becomes final and executory until the said amount is satisfied in full.

SO ORDERED. [Modifications in italics]

Aggrieved by these changes, AMININ filed a motion for reconsideration[8] thereof on the following grounds:

> 1. THE HONORABLE COURT SERIOUSLY ERRED IN ORDERING THE AWARD OF MORAL DAMAGES TO THE PLAINTIFF, THE GRANT TO HER OF SUPPORT IN ARREARS AND THE PARTITION OF LAND IN ALICIA, ZAMBOANGA DEL SUR CONSIDERING THAT THESE ISSUES WERE NEVER RAISED BY THE PLAINTIFF-APPELLANT IN HER APPEAL.
>
> 2. THE AWARD OF MORAL DAMAGES BY THE HONORABLE COURT IS NOT IN ACCORD WITH LAW AND ESTABLISHED JURISPRUDENCE.
>
> 3. THE HONORABLE COURT VIOLATED GENERALLY ACCEPTED PRINCIPLES OF ISLAMIC LAW WHEN IT ORDERED THE GRANT OF SUPPORT IN ARREARS TO THE PLAINTIFF-APPELLANT.

On 15 July 1998, the DISTRICT COURT issued an order,[9] denying said motion for lack of merit.

AMININ is now before this Court, praying that the assailed 20 May 1998 decision be reversed and set aside "insofar as it pertains to the award of moral damages to the respondent, the grant to her of support in arrears, and the partition of the agricultural lot situated in Alicia, Zamboanga del Sur."[10]

We find merit in the instant petition.

At the heart of this action lies the time-tested policy of this Court regarding a litigant's voluntary limitation of issues vis-à-vis the court's exercise of its judicial prerogative. Specifically, the petition seeks confirmation regarding the effects of a pre-trial order and the finality of matters not appealed by an appellant.

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That a pre-trial is indispensable in any civil or criminal action in this jurisdiction is clearly laid out in Rules 18 and 118 of the Rules of Court. It is a procedural device meant to limit the issues to be tackled and proved at the trial. A less cluttered case environment means that there will be fewer points of contention for the trial court to resolve. This would be in keeping with the mandate of the Constitution according every person the right to a speedy disposition of their cases.[11] If the parties can agree on certain facts prior to trial – hence, the prefix "pre" – the court can later concentrate on those which are seemingly irreconcilable. The purpose of pre-trials is the simplification, abbreviation and expedition of the trial, if not indeed its dispensation.[12] The stipulations are perpetuated in a pre-trial order which legally binds the parties to honor the same.[13]

In the case at bar, AMININ and AURORA "agreed" on the divorce, the 'idda, and the limitation of partition of assets to the PROPERTIES. The pre-trial order of 21 March 1997 – whose content and validity were never questioned by either party – stated the sole issue to be determined at the trial in this wise: "What are the rights or the respective shares of the herein plaintiff and defendant with respect to the property subject of partition after divorce?" This is precisely the question answered by the CIRCUIT COURT in its order of 29 August 1997. The marriage was dissolved, the PROPERTIES awarded and evenly distributed to the parties as co-owners, and support in the nominal amount of P10,000 during the three-month 'idda or waiting period was awarded to AURORA. Such final order was, therefore, consistent with the pre-trial order.

Notwithstanding the absence of any irregularity or legal infirmity in the CIRCUIT COURT's order, AURORA still questioned its wisdom insofar only as the issue of partition of their property was concerned; the grant of divorce and damages being in her favor,[14] she saw no need to pursue the same. Consequently, the DISTRICT COURT, acting as an appellate court, was not bound to go beyond what the appellant was asking for, as articulated in Rule 51, Section 8 of the 1997 Rules of Civil Procedure, viz.:

> Sec. 8. Questions that may be decided. – No error which does not affect the jurisdiction over the subject matter or the validity of the judgment appealed from or the proceedings therein will be considered unless stated in the assignment of errors, or closely related to or dependent on an assigned error and properly argued in the brief, save as the court may pass upon plain errors and clerical errors. [Emphasis supplied]

"The basic procedural rule is that only errors claimed and assigned by a party will be considered by the court, except errors affecting its jurisdiction over the subject matter. To this exception has now been added errors affecting the validity of the judgment appealed from or the proceedings therein."[15] A case in point is Bella v. Court of Appeals,[16] where the Court applied Rule 51 in regarding a matter not questioned on appeal by the appellant to be final and beyond the appellate court's power of review. It was concluded that the Court of Appeals committed reversible error in altering the trial court's award even when the appellant did not raise that issue in his appeal. Thus:

> Since the size of the award is an issue which does not affect the court's jurisdiction over the subject matter, nor a plain or clerical error, respondent appellate court did not have the power to resolve it.[17]

From the inception of the divorce proceedings, AURORA lent the impression that she only wanted the court to determine how the PROPERTIES should be distributed between her and AMININ. When the DISTRICT COURT decreed the equal division of the lot at Alicia, Zamboanga del Sur, increased the decree of support eleven-fold, and granted P50,000 in moral damages, not only did it defeat the intent and content of the pre-trial order but it also went beyond the sphere of its authority as delineated in the notice of appeal. These modifications certainly had no bearing on its jurisdiction; neither do they constitute clerical errors.

WHEREFORE, the instant petition is GRANTED and the challenged decision of 20 May 1998 and order dated 15 July 1998 of the 3rd Shari'ah Judicial District Court of Zamboanga City in Appeal Case No. 01-97 are

REVERSED AND SET ASIDE. A new ruling is hereby entered REVERTING to the 29 August 1997 order of the 1st Shari'ah Circuit Court of Isabela, Basilan Province, in Case No. 537.

No pronouncement as to costs.

SO ORDERED.

Puno, and Pardo, JJ., concur.

Kapunan, and Ynares-Santiago, JJ., on official leave.

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[1] Rollo, 55-56.

[2] Identified as Lot No. 1845-B-

[3] Identified as Lot No. 1845-B-3 covered by Transfer Certificate of Title No. 86, 899.

[4] The lot is covered by Transfer Certificate of Title No. T-1820 with an area of 240 square meters.

[5] Rollo, 50-53.

[6] Id., 54.

[7] Id., 19-31. The appeal was docketed as Appeal Case No. 01-97.

[8] Rollo, 32-45.

[9] Rollo, 47-49.

[10] Id., 15.

[11] Article III, Section 16.

[12] Development Bank of the Philippines v. Court of Appeals, 169 SCRA 409, 411 1989].

[13] See 1 FLORENZ D. REGALADO, REMEDIAL LAW COMPENDIUM 286 (6th ed. 1997) [hereafter 1 REGALADO].

[14] Supra, FN 6.

[15] 1 REGALADO, 582.

[16] 279 SCRA 497 [1997] .

[17] Id., at 504.

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