

JOSE P. TAMBUNTING, PETITIONER, VS. COURT OF APPEALS, ESTANISLAWA PANER AND HON. JUDGE LEAH S. DOMINGO, RESPONDENTS.

G.R. No. 135786. July 23, 2004

Ponente: AUSTRIA-MARTINEZ, J.

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AUSTRIA-MARTINEZ, J.:

This refers to the petition for certiorari filed by Jose P. Tambunting assailing the decision[1] promulgated by the Court of Appeals[2] (CA for brevity) on September 24, 1998 which affirmed the Resolution dated July 17, 1997[3] issued by the Regional Trial Court, Branch 226, Quezon City (RTC for brevity), affirming with modification the Order[4] of Branch 41, Metropolitan Trial Court, Quezon City (MTC for brevity), granting the issuance of an alias writ of execution.

The factual background of the case is as follows:

In the ejectment case[5] filed by respondent against petitioner, parties entered into a Compromise Agreement,[6] to wit:

“COMPROMISE AGREEMENT”

PARTIES, assisted by their respective undersigned counsels, to this Honorable Court, respectfully submit the following Compromise Agreement:

- The Defendant agrees to pay an increased rental from P12,589.05 to P19,000.00 per month effective upon the signing of this Compromise Agreement;
- That in addition to the foregoing, the amount of P22,000.00 representing additional rentals from March, 1990 to January, 1991 shall be paid in equal proportions by the Defendant to the Plaintiff within a period of one (1) year, both of which amounts shall be payable in advance not later than the first five (5) days of the month;
- This Lease agreement shall be effective for a period of one (1) year;
- Both parties respectively waive their other claim/counter claims in the above-entitled case;
- The parties agree that if any of the provisions of this Compromise agreement is violated by the Defendant, then execution shall issue on the basis of this agreement.

(SGD) ESTANISLAWA PANER (SGD) JOSE TAMBUNTING

Plaintiff Defendant

(SGD) ATTY. DANIEL T. SOLOMON
(SGD) ATTY. PEDRO T. SANTOS, JR.

Counsel for the Defendant Counsel for the Plaintiff

which was approved by the MTC in its Decision dated January 17, 1991, enjoining the parties to abide by its terms and conditions.

A year later, upon motion for execution filed by respondent, the MTC issued a Writ of Execution dated April 7, 1992 reproducing the Compromise Agreement, and decreed as follows:

WHEREAS, upon motion of the plaintiff's counsel that a writ of execution be issued, the same was granted on April 7, 1992.

WHEREFORE, you are hereby commanded to cause the above-named defendant and all persons claiming rights under him to vacate the premises located at 490 Aurora Blvd., cor. Sgt. Catolos, Cubao, Quezon City and you likewise make a return of this writ of execution to this Court within sixty (60) days from the date of receipt hereof.[7]

Petitioner questioned the same in the RTC which the latter dismissed upon subsequent Manifestation and Motion, dated March 9, 1993, filed by petitioner alleging that he had vacated the subject premises. Objecting to the dismissal of the case, on the ground that she intends to pursue her counterclaim against petitioner, respondent assailed the dismissal with the CA which affirmed the dismissal order. Unperturbed, respondent brought the CA decision to this Court docketed as G.R. No. 120913. The CA decision was affirmed by the Court, the dispositive portion of which reads as follows:

Considering the allegations, issues, and arguments adduced in the petition for review on certiorari, as well as private respondent's comment thereon, the Court further Resolved to DISMISS the petition without prejudice to his taking appropriate recourse re compulsory counterclaim for moral damages and attorney's fees.[8]

and which became final and executory on January 3, 1996.[9]

Respondent then filed a Motion for Alias Writ of Execution with the MTC, alleging, as follows:

...

7. That, however, during the time that the case was pending and before Defendant finally vacated the premises on March 9, 1993 in the absence of any specific date in his Manifestation and Motion of March 9, 1993, as to when he vacated the premises, it is safe to presume that he left the same on March 9, 1993, the date he filed said Manifestation and Motion (Annex "A") which totals P259,033.00, itemized as follows:

Rentals from Jan. 18, 1992 to

February 18, 1993 (13 mos. x P 19,000.00) = P 247,000.00

Rentals from Feb. 18, 1993 to

March 9, 1993 (19 days x P 633.33) = P 12,033.27

P 259,033.00

plus cost of suit[10]

and praying that an alias writ of execution be issued by the court for the amounts therein indicated. Over and above the opposition of petitioner, the MTC issued its Order dated March 11, 1997, the dispositive portion of which reads:

WHEREFORE, premises considered, the Motion for Alias Writ of Execution is hereby GRANTED. Let an

Alias Writ of Execution be issued for the satisfaction and execution of the judgment herein rendered.

SO ORDERED.[11]

Claiming that the MTC order is a patent nullity on the ground that it modified the tenor of the judgment based on the compromise agreement executed by the parties, petitioner went up to the RTC in a petition for certiorari with prayer for the issuance of a writ of preliminary injunction. In its Resolution dated July 17, 1997, the RTC denied the writ prayed for and dismissed the petition for failure of petitioner to show that the MTC Judge committed grave abuse of discretion in the issuance of the alias writ of execution. Petitioner assailed said RTC resolution before the CA which affirmed the RTC with the modification that the payment of back rentals should be computed from January 18, 1992 to February 15, 1993.

Hence, the present petition for review on certiorari claiming that the CA committed the following errors, to wit:

SPECIFICATION OF ERRORS

The Court of Appeals committed the following errors:

- In, in effect, holding that the Alias Writ of Execution can go beyond the provisions of the Original Writ of Execution and the Compromise Agreement;
- In holding that petitioner, will not suffer a grave and irreparable injury from the enforcement of a clearly void Alias Writ of Execution.[12]

In her Comment, respondent submits that contrary to the claim of petitioner, the alias writ of execution did not go beyond the provisions of the original writ of execution and the compromise agreement; and petitioner would not suffer any grave and irreparable injury from the enforcement of a clearly valid alias writ of execution.

In his Reply, petitioner contends that neither did the original writ of execution nor the compromise agreement direct him to pay respondent any alleged unpaid rentals.

The resolution of the present petition relies mainly on the provisions of the compromise agreement approved by the MTC and the tenor of the Alias Writ of Execution issued by the MTC. A perusal of the Compromise Agreement readily reveals the following:

- The compromise agreement was signed by the parties on January 16, 1991;
- Parties therein entered into a new lease agreement effective for a period of one year from the date of signing of said Compromise Agreement, or, from January 16, 1991 up to January 16, 1992;
- The rental per month is P19,000.00 effective January 16, 1991;
- Both parties agreed that if any of the provisions of their compromise agreement is violated by petitioner, then execution shall issue on the basis of said agreement.

The Court notes that on January 24, 1992, respondent's motion for execution merely prayed that a writ be issued directing the eviction of petitioner as well as all persons or entities claiming rights under him.[13] It is only when respondent filed her motion for issuance of alias writ of execution that she demanded the payment of P259,033.00 representing unpaid rentals from January 18, 1992 to February 18, 1993 at P19,000.00 per month, or P247,000.00; and rentals from February 18, 1993 up to March 9, 1993, the date when petitioner alleged that he had vacated the premises, at P633.33 for nineteen days or P12,033.27.

Clearly therefrom, respondent had successfully obtained from the MTC and affirmed by the RTC and the CA the execution of a judgment of the MTC including those unpaid rentals that accrued after the one-year period agreed

upon by the parties which, by its very nature, is not covered by the compromise agreement. Indeed, as aptly claimed by petitioner, the unpaid rentals after the lapse of the one-year period agreed upon by the parties in their compromise agreement, constitute another cause of action which may not be demanded and awarded in the same case where the compromise agreement was approved. It is for this reason that the Court dismissed the earlier petition for certiorari^[14] filed by respondent without prejudice to her taking appropriate action with respect to her compulsory counterclaim for moral damages and attorney's fees. The Court refers to an appropriate action, not to a mere motion for execution.

As the Court held in *Lao Lim vs. Court of Appeals*,^[15] "while the compromise agreement may be *res judicata* as far as the cause of action and issues in the first ejectment case is concerned, any cause of action that arises from the application or violation of the compromise agreement cannot be said to have been settled in said first case. The compromise agreement was meant to settle, as it did only settle, the first case. It did not, as it could not, cover any cause of action that might arise thereafter."^[16] Thus, claims for damages, whether actual or moral and attorney's fees are new causes of action that cannot be recovered in Civil Case No. 2794.

Significantly, it is noted that in the first motion for a writ of execution, respondent never claimed that the rentals due during the one-year period agreed upon by the parties in the Compromise Agreement have not been paid by petitioner; what respondent prayed for was only the eviction of petitioner from the premises, not any unpaid rentals. Thus, there is all the more reason that the alias writ of execution issued by the MTC, affirmed by both the RTC and the CA, be declared null and void because the writ purports to execute the alleged non-payment of rentals that accrued after the one-year period agreed upon by the parties and for still occupying the property beyond the one-year period which is not the subject of the original case for ejectment and the compromise agreement therein entered into by the parties. Indeed, it is for the best interest of orderly administration of justice that causes of action that arise after the period mentioned in the compromise agreement may be ventilated, awarded and enforced in a proper action for damages for unlawful occupation of the property after January 16, 1992.

In fine, the CA and the RTC, as appellate courts, seriously erred in affirming the patently void alias writ of execution issued by the MTC.

WHEREFORE, the petition is GRANTED. The decision, dated September 24, 1998 of the Court of Appeals in CA-G.R. No. 46452 and the Resolution dated July 17, 1997 of the Regional Trial Court of Quezon City (Branch 226) in Civil Case No. Q-97-30804 together with the Order dated March 11, 1997 of the Metropolitan Trial Court of Quezon City (Branch 41) are REVERSED AND SET ASIDE. The said Metropolitan Trial Court is ordered to deny respondent's motion for alias writ of execution.

Costs against respondent.

SO ORDERED.

Puno, (Chairman), Callejo, Sr., Tinga, and Chico-Nazario, JJ., concur.

[1] Penned by Justice B. A. Adefuin dela Cruz and concurred in by Justices Consuelo Ynares-Santiago (now Associate Justice of this Court) and Presbitero J. Velasco, Jr.

[2] In CA-G.R. SP No. 46452.

[3] In Civil Case No. Q97-30804.

[4] In Civil Case No. 2794.

[5] Ibid., entitled, “Estanislawa Paner, Plaintiff, versus Jose Tambunting.”

[6] Rollo, Petition, Annex “A”, pp. 46-47.

[7] Id., Annex “E”, p. 85.

[8] Id., Annex “I”, p. 97.

[9] Ibid.

[10] Id., Annex “J”, pp. 98-99.

[11] Id., Annex “G”, p. 89.

[12] Id., Petition, p. 34.

[13] Rollo, Annex “B”, p. 43.

[14] G.R. No. 120913.

[15] 191 SCRA 150 (1990).

[16] Id., p. 159.

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