

VICTOR ORQUIOLA AND HONORATA ORQUIOLA, PETITIONERS, VS. HON. COURT OF APPEALS, HON. VIVENCIO S. BACLIG, PRESIDING JUDGE, REGIONAL TRIAL COURT, BRANCH 77, QUEZON CITY, THE SHERIF...*G.R. No. 141463. August 06, 2002*

Ponente: QUISUMBING, J.

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This petition for review seeks the reversal of the decision[1] of the Court of Appeals dated January 28, 1999 in CA-G.R. SP No. 47422, which dismissed the petition to prohibit Judge Vivencio Baclic of the Regional Trial Court of Quezon City, Branch 77, from issuing a writ of demolition against petitioners, and the sheriff and deputy sheriff of the same court from implementing an alias writ of execution. Also assailed is the resolution[2] of the Court of Appeals dated December 29, 1999 which denied petitioners' motion for reconsideration.

The facts are as follows:

Pura Kalaw Ledesma was the registered owner of Lot 689, covered by TCT Nos. 111267 and 111266, in Tandang Sora, Quezon City. This parcel of land was adjacent to certain portions of Lot 707 of the Piedad Estates, namely, Lot 707-A and 707-B, registered in the name of Herminigilda Pedro under TCT Nos. 16951 and 16952, respectively. On October 29, 1964, Herminigilda sold Lot 707-A and 707-B to Mariano Lising who then registered both lots and Lot 707-C in the name of M.B. Lising Realty and subdivided them into smaller lots.

Certain portions of the subdivided lots were sold to third persons including herein petitioners, spouses Victor and Honorata Orquiola, who purchased a portion of Lot 707-A-2, Lot 5, Block 1 of the subdivision plan (LRC), Psd-42965. The parcel is now #33 Doña Regina St., Regina Village, Tandang Sora, Quezon City. The other portions were registered in the name of the heirs of Pedro, heirs of Lising, and other third persons.

Sometime in 1969, Pura Kalaw Ledesma filed a complaint, docketed as Civil Case No. Q-12918, with the Regional Trial Court of Quezon City against Herminigilda Pedro and Mariano Lising for allegedly encroaching upon Lot 689. During the pendency of the action, Tandang Sora Development Corporation replaced Pura Kalaw Ledesma as plaintiff by virtue of an assignment of Lot 689 made by Ledesma in favor of said corporation. Trial continued for three decades.

On August 21, 1991, the trial court finally adjudged defendants Pedro and Lising jointly and severally liable for encroaching on plaintiff's land and ordered them:

- (a) to solidarily pay the plaintiff Tandang Sora Dev. Corp. actual damages in the amount of P20,000 with interest from date of filing of the complaint;
- (b) to remove all construction, including barbed wires and fences, illegally constructed by defendants on plaintiff's property at defendants' expense;
- (c) to replace the removed concrete monuments removed by defendants, at their own expense;

(d) to pay attorney's fees in the amount of FIVE THOUSAND PESOS (P5,000.00) with interest computed from the date of filing of the complaint;

(e) to relocate the boundaries to conform with the Commissioners' Report, particularly, Annexes "A" and "B" thereof, at the expense of the defendants.[3]

As a result, in February 1998, the Deputy Sheriff of Quezon City directed petitioners, through an alias writ of execution, to remove the house they constructed on the land they were occupying.

On April 2, 1998, petitioners received a Special Order dated March 30, 1998, from the trial court stating as follows:

Before the Court for resolution is the "Ex-Parte Motion For The Issuance of A Writ of Demolition," filed by plaintiff, through counsel, praying for the issuance of an Order directing the Deputy Sheriff to cause the removal and/or demolition of the structures on the plaintiff's property constructed by defendants and/or the present occupants. The defendants-heirs of Herminigilda Pedro filed their comment on the said Motion.

Considering that the decision rendered in the instant case had become final and executory, the Court, in its Order of November 14, 1997, directed the issuance of an alias writ of execution for the enforcement of the said decision. However, despite the service of the said writ to all the defendants and the present occupants of the subject property, they failed to comply therewith, as per the Partial Sheriff's Return, dated February 9, 1998, issued by the Deputy Sheriff of this branch of the Court. Thus, there is now a need to demolish the structures in order to implement the said decision.

WHEREFORE, the defendants are hereby directed to remove, at their expense, all constructions, including barbed wires and fences, which defendants constructed on plaintiff's property, within fifteen (15) days from notice of this Order; otherwise, this Court will issue a writ of demolition against them.

SO ORDERED.[4]

To prohibit Judge Vivencio Baclig of the Regional Trial Court of Quezon City from issuing a writ of demolition and the Quezon City sheriff from implementing the alias writ of execution, petitioners filed with the Court of Appeals a petition for prohibition with prayer for a restraining order and preliminary injunction on April 17, 1998.[5] Petitioners alleged that they bought the subject parcel of land in good faith and for value, hence, they were parties in interest. Since they were not impleaded in Civil Case No. Q-12918, the writ of demolition issued in connection therewith cannot be enforced against them because to do so would amount to deprivation of property without due process of law.

The Court of Appeals dismissed the petition on January 28, 1999. It held that as buyers and successors-in-interest of Mariano Lising, petitioners were considered privies who derived their rights from Lising by virtue of the sale and could be reached by the execution order in Civil Case No. Q-12918. Thus, for lack of merit, the petition was ordered dismissed.[6]

Petitioners' motion for reconsideration was denied. Hence, this petition, where petitioners aver that:

I.

THE HONORABLE COURT OF APPEALS ERRED IN HOLDING THAT THE DECISION IN CIVIL CASE NO. Q-12918 CAN ALSO BE ENFORCED AGAINST THE PETITIONERS EVEN IF THEY WERE NOT IMPEADED AS PARTIES THERETO.

II.

THE HONORABLE COURT OF APPEALS ERRED IN NOT UPHOLDING PETITIONERS' TITLE

DESPITE THEIR BEING BUILDER IN GOOD FAITH AND INNOCENT PURCHASER AND FOR VALUE.

III.

PETITIONERS ARE ENTITLED TO INJUNCTIVE RELIEF CONSIDERING THAT THEY STAND TO SUFFER GRAVE AND IRREPARABLE INJURY IF ALIAS WRIT OF EXECUTION AND THE SPECIAL ORDER ISSUED BY THE COURT A QUO IN CIVIL CASE NO. Q-12918 FOR THE DEMOLITION OF ALL THE STRUCTURES ON THE DISPUTED PROPERTY WERE ENFORCED AGAINST THE PETITIONERS WHO WERE NOT EVEN GIVEN THEIR DAY IN COURT.[7]

For our resolution are the following issues: (1) whether the alias writ of execution may be enforced against petitioners; and (2) whether petitioners were innocent purchasers for value and builders in good faith.

On the first issue, petitioners claim that the alias writ of execution cannot be enforced against them. They argue that the appellate court erred when it relied heavily on our ruling in *Vda. de Medina vs. Cruz*[8] in holding that petitioners are successors-in-interest of Mariano Lising, and as such, they can be reached by the order of execution in Civil Case No. Q-12918 even though they were not impleaded as parties thereto. Petitioners submit that *Medina* is not applicable in this case because the circumstances therein are different from the circumstances in the present case.

In *Medina*, the property in dispute was registered under Land Registration Act No. 496 in 1916 and Original Certificate of Title No. 868 was issued in the name of Philippine Realty Corporation (PRC). In 1949, Benedicta Mangahas and Francisco Ramos occupied and built houses on the lot without the PRC's consent. In 1959, PRC sold the lot to Remedios Magbanua. Mangahas and Ramos opposed and instituted Civil Case No. C-120 to annul the sale and to compel PRC to execute a contract of sale in their favor. The trial court dismissed the complaint and ordered Mangahas and Ramos to vacate the lot and surrender possession thereof to Magbanua. The judgment became final and executory. When Magbanua had paid for the land in full, PRC executed a deed of absolute sale in her favor and a new title was consequently issued in her name. Magbanua then sought the execution of the judgment in Civil Case No. C-120. This was opposed by petitioner Medina who alleged that she owned the houses and lot subject of the dispute. She said that she bought the houses from spouses Ricardo and Eufrocina de Guzman, while she purchased the lot from the heirs of the late Don Mariano San Pedro y Esteban. The latter held the land by virtue of a *Titulo de Composicion Con El Estado* Num. 4136, dated April 29, 1894. In opposing the execution, Medina argued that the trial court did not acquire jurisdiction over her, claiming that she was not a party in Civil Case No. C-120, thus, she could not be considered as "a person claiming under" Ramos and Mangahas.

When Medina reached this Court, we held that the decision in Civil Case No. C-120, which had long become final and executory, could be enforced against petitioner even though she was not a party thereto. We found that the houses on the subject lot were formerly owned by Mangahas and Ramos who sold them to spouses de Guzman, who in turn sold them to Medina. Under the circumstances, petitioner was privy to the two judgment debtors Mangahas and Ramos, and thus Medina could be reached by the order of execution and writ of demolition issued against the two. As to the lot under dispute, we sustained Magbanua's ownership over it, she being the holder of a Torrens title. We declared that a Torrens title is generally conclusive evidence of ownership of the land referred to therein, and a strong presumption exists that a Torrens title was regularly issued and valid. A Torrens title is incontrovertible against any *informacion posesoria*, or other title existing prior to the issuance thereof not annotated on the Torrens title. Moreover, persons dealing with property covered by a Torrens certificate of title are not required to go beyond what appears on its face.

Medina markedly differs from the present case on major points. First, the petitioner in Medina acquired the right over the houses and lot subject of the dispute after the original action was commenced and became final and executory. In the present case, petitioners acquired the lot before the commencement of Civil Case No. Q-12918. Second, the right over the disputed land of the predecessors-in-interest of the petitioner in Medina was based on a title of doubtful authenticity, allegedly a *Titulo de Composicion Con El Estado* issued by the Spanish Government in favor of one Don Mariano San Pedro y Esteban, while the right over the land of the predecessors-in-interest of herein petitioners is based on a fully recognized Torrens title. Third, petitioners in this case acquired the registered title in their own names, while the petitioner in Medina merely relied on the title of her predecessor-in-interest and tax declarations to prove her alleged ownership of the land.

We must stress that where a case like the present one involves a sale of a parcel of land under the Torrens system, the applicable rule is that a person dealing with the registered property need not go beyond the certificate of title; he can rely solely on the title and he is charged with notice only of such burdens and claims as are annotated on the title.^[9] It is our view here that the petitioners, spouses Victor and Honorata Orquiola, are fully entitled to the legal protection of their lot by the Torrens system, unlike the petitioner in the Medina case who merely relied on a mere *Titulo de Composicion*.

Coming now to the second issue, were petitioners purchasers in good faith and for value? A buyer in good faith is one who buys the property of another without notice that some other person has a right to or interest in such property. He is a buyer for value if he pays a full and fair price at the time of the purchase or before he has notice of the claim or interest of some other person in the property.^[10] The determination of whether one is a buyer in good faith is a factual issue which generally is outside the province of this Court to determine in a petition for review. An exception is when the Court of Appeals failed to take into account certain relevant facts which, if properly considered, would justify a different conclusion.^[11] The instant case is covered by this exception to the general rule. As found by the Court of Appeals and not refuted by private respondent, petitioners purchased the subject land in 1964 from Mariano Lising.^[12] Civil Case No. Q-12918 was commenced sometime in 1969. The Court of Appeals overlooked the fact that the purchase of the land took place prior to the institution of Civil Case No. Q-12918. In other words, the sale to petitioners was made before Pura Kalaw Ledesma claimed the lot. Petitioners could reasonably rely on Mariano Lising's Certificate of Title which at the time of purchase was still free from any third party claim. Hence, considering the circumstances of this case, we conclude that petitioners acquired the land subject of this dispute in good faith and for value.

The final question now is: could we consider petitioners builders in good faith? We note that this is the first time that petitioners have raised this issue. As a general rule, this could not be done. Fair play, justice, and due process dictate that parties should not raise for the first time on appeal issues that they could have raised but never did during trial and even during proceedings before the Court of Appeals.^[13] Nevertheless, we deem it proper that this issue be resolved now, to avoid circuitous litigation and further delay in the disposition of this case. On this score, we find that petitioners are indeed builders in good faith.

A builder in good faith is one who builds with the belief that the land he is building on is his, and is ignorant of any defect or flaw in his title.^[14] As earlier discussed, petitioner spouses acquired the land in question without knowledge of any defect in the title of Mariano Lising. Shortly afterwards, they built their conjugal home on said land. It was only in 1998, when the sheriff of Quezon City tried to execute the judgment in Civil Case No. Q-12918, that they had notice of private respondent's adverse claim. The institution of Civil Case No. Q-12918 cannot serve as notice of such adverse claim to petitioners since they were not impleaded therein as parties.

As builders in good faith and innocent purchasers for value, petitioners have rights over the subject property and hence they are proper parties in interest in any case thereon.^[15] Consequently, private respondents should have

impleaded them in Civil Case No. Q-12918. Since they failed to do so, petitioners cannot be reached by the decision in said case. No man shall be affected by any proceeding to which he is a stranger, and strangers to a case are not bound by any judgment rendered by the court. In the same manner, a writ of execution can be issued only against a party and not against one who did not have his day in court. Only real parties in interest in an action are bound by the judgment therein and by writs of execution and demolition issued pursuant thereto.[16] In our view, the spouses Victor and Honorata Orquiola have valid and meritorious cause to resist the demolition of their house on their own titled lot, which is tantamount to a deprivation of property without due process of law.

WHEREFORE, the petition is GRANTED. The decision of the Court of Appeals dated January 28, 1999, and its resolution dated December 29, 1999, in CA-G.R. SP No. 47422, are REVERSED and SET ASIDE. Respondents are hereby enjoined from enforcing the decision in Civil Case No. Q-12918 through a writ of execution and order of demolition issued against petitioners. Costs against private respondent.

SO ORDERED.

Bellosillo, (Chairman), Mendoza, and Corona, JJ., concur.

[1] Rollo, pp. 21-25.

[2] Id. at 27-28.

[3] CA Rollo, p. 19.

[4] Id. at 13.

[5] Id. at 2-10.

[6] Rollo, p. 24.

[7] Id. at 8, 12 & 15.

[8] No. L-39272, 161 SCRA 36 (1988).

[9] Caviles, Jr. vs. Bautista, G.R. No. 102648, 319 SCRA 24, 31 (1999).

[10] Rosencor Development Corporation vs. Inquiring, et. al., G.R. No. 140479, March 8, 2001, p. 14-15; Modina vs. Court of Appeals, G.R. No. 109355, 317 SCRA 696, 705-706 (1999).

[11] Baricuato, Jr. vs. Court of Appeals, G.R. No. 105902, 325 SCRA 137, 146 (2000).

[12] Supra, note 1 at 22.

[13] Reburiano vs. Court of Appeals, G.R. No. 102965, 301 SCRA 342, 351 (1999).

[14] Evadel Realty and Development Corporation vs. Antero, et. al., G.R. No. 144291, April 20, 2001, p. 11, citing Pleasantville Development Corporation vs. CA, G.R. No. 79688, 253 SCRA 10 (1996); Tecnogas Philippines Manufacturing Corp. vs. Court of Appeals, G.R. No. 108894, 268 SCRA 5, 15 (1997).

[15] Rule 3, Section 2, Rules of Court: Parties in interest. - A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless otherwise authorized by law or these Rules, every action must be prosecuted or defended in the name of the real party in interest.

[16] Matuguina Integrated Wood Products, Inc. vs. Court of Appeals, G.R. No. 98310, 263 SCRA 490, 505 (1996) citing Lorenzana vs. Cayetano, G.R. No. L-37051, 78 SCRA 485 (1977).

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