

JOSE CLAVANO, INC., PETITIONER, VS. HOUSING AND LAND USE REGULATORY BOARD AND SPS. ENRIQUE AND VENUS TENAZAS, RESPONDENTS.

G.R. No. 143781. February 27, 2002

Ponente: BELLOSILLO, J.

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BELLOSILLO, J.:

“The tendency of the law,” observes Justice Oliver Wendell Holmes, “must always be to narrow the field of uncertainty.” And so was the judicial process conceived to bring about the just termination of legal disputes. The mechanisms for this objective are manifold but the essential precept underlying them is the immutability of final and executory judgments.

This fundamental principle in part affirms our recognition of instances when disputes are inadequately presented before the courts and addresses situations when parties fail to unravel what they truly desire and thus fail to set forth all the claims which they want the courts to resolve. It is only when judgments have become final and executory, or even when already deemed satisfied, that our negligent litigants belatedly come forth to pray for more relief. The distilled wisdom and genius of the ages would tell us to reject their pleas, for the loss to litigants in particular and to society in general would in the long run be greater than the gain if courts and judges were clothed with power to revise their final decisions at will. We find this basic rule decisive of the instant controversy.

On 8 April 1994 petitioner Jose Clavano, Inc., sold under a contract to sell a house and lot in Cebu City to private respondents, the spouses Enrique and Venus Tenazas. The spouses paid fifty percent (50%) of the purchase price but encountered problems in paying the balance and some additional charges. Alleging default on the part of the spouses, petitioner refused to accept their subsequent payments and sued them instead for rescission of their contract to sell and the forfeiture of all prior payments made thereon. The suit was however dismissed in due course and petitioner took no further action thereon.

Subsequently, private respondents filed a complaint for specific performance with the Housing and Land Use Regulatory Board (HLURB) Regional Office in Cebu City against petitioner to compel it to honor their contract to sell.[1] The spouses alleged that they had tendered enough money to pay for the balance and all charges for the house and lot which petitioner unreasonably refused to accept. They asked for judgment compelling Jose Clavano, Inc. to accept their payment and to execute in their favor the necessary deed of absolute sale for the disputed house and lot as well as to compensate them for damages they had incurred. Petitioner denied the allegations in the complaint and insisted that the spouses had already defaulted in their obligation to settle the balance of the purchase price and other accounts.[2]

On 14 November 1995 the HLURB Regional Office found the spouses’ complaint meritorious and ordered petitioner to -

- Accept from the complainants [herein private respondents] the amount of P1,958,000.00 covered and

contained in the Manager's Check duly tendered to it. The complainants are accordingly directed to redeliver and again tender to the respondent [herein petitioner] the payment previously refused; 2. Immediately thereafter, execute a Deed of Absolute Sale in favor of the complainants and deliver the corresponding Transfer Certificate of Title over Lot 25, Block 1 of the EVC Emerald Estate free from all liens and encumbrances; 3. Deliver and transfer the possession or occupancy of the subject Cullinan House in favor of the complainants in the same complete condition and fit state as promised in the contract upon completion thereof and/or pursuant to respondent's representations; 4. Pay the complainants as and by way of damages the amount of Three Hundred Thousand (P300,000.00) Pesos and the amount of One Hundred Thousand (P100,000.00) Pesos by way of attorney's fees, and cost of litigation in the amount of Five Thousand (P5,000.00) Pesos. The counterclaims prayed for by respondent are hereby denied for lack of merit.[3]

On 21 June 1996 the HLURB upheld the Decision.[4] On 12 March 1998 the Office of the President likewise sustained the Decision but deleted the award of moral damages. On 29 May 1998 reconsideration was denied.[5] On 7 August 1998 the petition for review of petitioner with the Court of Appeals was dismissed for insufficiency of the certificate of non-forum shopping. On 8 October 1998 the appellate court denied reconsideration thereof.[6] On 7 December 1998 we dismissed the petition for review on certiorari of the CA Decision for failure of petitioner Jose Clavano, Inc. to submit a written explanation for substituted service thereof upon the respondents spouses and the Court of Appeals.[7]

On 31 August 1999 the HLURB Decision, as modified by the Office of the President, lapsed into finality and ripened for execution.[8] The HLURB Regional Office issued a writ of execution to enforce the judgment,[9] and so petitioner was constrained to surrender to the spouses an unnotarized deed of absolute sale over the subject house and lot, the corresponding original owner's duplicate of the transfer certificate of title in petitioner's name, tax declaration certificates, manager's check for costs and attorney's fees, miscellaneous documents, and the keys to the house bought by the spouses.[10]

On 23 March 1999 private respondents filed a motion with the HLURB complaining about several defects in the housing unit as well as the fact that the deed of absolute sale which petitioner had delivered was unnotarized and the transfer certificate of title earlier produced was still titled in the name of petitioner. The spouses also asked the HLURB to order petitioner to pay for the expenses of the notarization of the deed and for the fees and taxes necessary for transferring and recording the title in the spouses' name.

On 15 June 1999 the HLURB granted the motion -

x x x the Sheriff of the Regional Trial Court of Cebu City is hereby x x x directed to assist complainants [herein private respondents] to have the Deed of Absolute Sale notarized with the actual expenses thereon by the complainants be chargeable against the herein respondent [herein petitioner]. Immediately thereafter, the Register of Deeds of Cebu City is directed to nullify and cause the corresponding cancellation of Transfer Certificate of Title in the name of herein complainants upon payment of the essential fees or charges for registration of the deed by complainants, subject to the further settlement of the assessed realty tax obligation for the lot and unit by respondent which the complainants may, at their option, advance and demand a reimbursement thereafter x x x[11]

Petitioner moved for reconsideration of the 15 June 1999 HLURB Order and argued that it amended the final HLURB Decision which as far as petitioner was concerned had been fully executed. Petitioner also claimed that the Order set aside or nullified the provision in the contract to sell (which the HLURB Decision supposedly enforced) obliging private respondents as buyers of the disputed house and lot to answer for the expenses involved in the transfer of title in their favor.[12] On 16 November 1999 the HLURB denied reconsideration.[13]

On 10 December 1999 petitioner elevated the HLURB Orders on a Rule 65 certiorari to the Court of Appeals.[14]

On 9 February 2000 the appellate court dismissed the petition and affirmed the HLURB Orders. In its Decision, the Court of Appeals ruled that by virtue of the 14 November 1995 HLURB Decision petitioner was mandated to pay for or refund, as the case may be, the expenses for the transfer of title of the subject house and lot to private respondents.[15] On 23 February 2000, taking his cue from the CA Decision, the sheriff by notice thus demanded from petitioner the reimbursement of P232,305.60 for the alleged actual expenses of private respondents in notarizing and registering with the Register of Deeds the deed of absolute sale for the house and lot and of recording the corresponding Torrens title in private respondents' name.[16] On 8 June 2000 reconsideration of the 9 February 2000 CA Decision was denied,[17] hence, the instant petition for certiorari under Rule 65 of the 1997 Rule of Civil Procedure.

Petitioner denies any obligation to pay for the expenses of private respondents in obtaining for themselves the transfer of ownership of the house and lot bought by them since neither the contract to sell with private respondents nor the 14 November 1995 final HLURB Decision exacts such obligation from petitioner.[18] On the other hand, private respondents argue that the instant petition for certiorari under Rule 65 is the wrong mode of seeking review of the assailed orders and rulings, and that Art. 1358 of The Civil Code requires a public (hence notarized) document to validly effect delivery of ownership of the subject house and lot to private respondents.[19]

We rule for petitioner. Firstly, it must be stressed that the assailed rulings of the HLURB and the Court of Appeals pertain to proceedings which have for their purpose the execution of the 14 November 1995 HLURB Decision. Obviously the Decision has long become final and, as petitioner alleges, has also been completely satisfied. Under these facts, the HLURB is thus left with no other authority but to enforce the dispositive part of its Decision which it can no longer amend, modify or alter in a manner affecting the merits of the judgment.[20] Since the instant petition alleges the amendment or modification of the HLURB Decision which was beyond the authority of the HLURB and the Court of Appeals to do, the proper remedy clearly is a petition for certiorari under Rule 65 of the Rules of Court. In *Estate of Salud Jimenez v. Philippine Export Processing Zone*,[21] we said -

x x x the remedies of certiorari and appeal are not mutually exclusive remedies in certain exceptional cases, such as when there is grave abuse of discretion, or when public welfare so requires. The trial court gravely abused its discretion by setting aside the order x x x which has long become final and executory x x x x Its action was clearly beyond its jurisdiction for it cannot modify a final and executory order. x x x x Hence, though an order completely and finally disposes of the case, if appeal is not a plain, speedy and adequate remedy at law or the interest of substantial justice requires, a petition for certiorari may be availed of upon showing of lack or excess of jurisdiction or grave abuse of discretion on the part of the trial court.

Secondly, the subsequent Orders of the HLURB requiring petitioner to pay for the expenses incurred by private respondents in securing the transfer of title in their name do not fall within the ambit of the HLURB Decision whether expressly or by necessary inference, i.e., "whatever then is necessary to be done to carry out the decision should be ordered." [22] The Orders are completely separate from and independent of the Decision and do not merely enforce it as the HLURB and the Court of Appeals would want to impress. The Orders cannot therefore be considered part of the Decision which must be executed against petitioner. Fundamental is the rule that execution must conform to that ordained or decreed in the dispositive part of the decision; [23] consequently, where the order of execution is not in harmony with and exceeds the judgment which gives it life, the order has pro-tanto no validity. [24]

While the Decision commands petitioner to "execute a Deed of Absolute Sale in favor of [private respondents] and deliver the corresponding Transfer Certificate of Title" to them and that only a public document would serve to cede ownership of an immovable property, [25] such as the house and lot in question, we cannot infer from

these directives that petitioner should also pay for the expenses in notarizing the deed and in obtaining a new certificate of title. The obligation to pay for such expenses is unconnected with and distinct from the obligations to execute and deliver the deed of absolute sale and the certificate of title. Since there is no qualification that the duties to execute and to deliver shall also compel petitioner to assume the expenses for transferring the pertinent title in favor of private respondents, the ordinary and literal meaning of the words “execute” and “deliver” should prevail,[26] that is, for petitioner to perform all necessary formalities of the deed of sale[27] and give or cede the res of the certificate of title (that certificate which naturally must be in their possession since petitioner cannot give what it does not have) to the actual or constructive control of private respondents.[28] Needless to stress, petitioner can actually discharge these obligations without settling for its own account the expenses which private respondents are demanding. In this regard, petitioner can appear before the notary public for notarization of the deed of absolute sale and assist in the cancellation of the certificate of title in its name by giving this certificate together with the deed of absolute sale to private respondents for presentation at the Registry of Deeds, which it has several times expressed willingness to do.

Clearly, there is nothing in the body much less in the dispositive portion of the HLURB Decision nor in the pleadings of the parties from where we may deduce that petitioner must pay for the amounts spent in transferring title to private respondents. It is well settled that under these circumstances no process may be issued to enforce the asserted legal obligation.[29] In *De la Cruz Vda. de Nabong v. Sadang*[30] we nullified an order requiring an indemnity bond since the requirement was not contained in the dispositive part of the final judgment. Similarly in *Supercars, Inc. v. Minister of Labor*[31] we set aside the award of back wages for the period that the writ of execution was unserved since the final and executory decision of the Minister of Labor merely directed the reinstatement of the laborers to their former positions. Finally, *David v. Court of Appeals*[32] affirmed the ruling of the Court of Appeals mandating the payment of simple legal interest only with nothing said about compounded interest since the judgment sought to be executed therein ordered the payment of simple legal interest only and held nothing about payment of compounded interest. This Court can do no less than follow these precedents in the instant petition.

Thirdly, the HLURB or the Court of Appeals cannot order petitioner at this late stage to reimburse the charges and fees relative to the transfer of title to private respondents of the subject house and lot when they (private respondents) did not allege this obligation nor pray for this relief in their complaint and other pleadings and did not attempt to prove this cause of action one way or the other. It is elementary that a judgment must conform to, and be supported by, both the pleadings and the evidence, and be in accordance with the theory of the action on which the pleadings are framed and the case was tried.[33] The judgment must be *secundum allegata et probata*. In *Falcon v. Manzano*[34] where the trial court rendered judgment allowing plaintiff to recover from the defendant the unpaid portion of the purchase price of a parcel of land when the plaintiff only asked for the nullification of the contract of sale of the realty and the return of the property to her, we set aside the judgment of the trial court in conceding to her a remedy which was not prayed for in the complaint -

The lower court rendered a judgment in favor of the plaintiff for one-half of the unpaid purchase price. The question presented in the petition was not even discussed by the lower court, to wit: the right of the plaintiff to have the contract declared null and the property in question returned to her. The court, in rendering its decision, ought to have limited itself to the issues presented by the parties in their pleadings.

In the analogous case of *Lerma v. De la Cruz*[35] the plaintiff therein brought an action to recover accrued rents and damages for the injury to the land but the trial court extended the relief sought by giving judgment for possession of the land. We ruled: “The plaintiff did not ask for possession, nor is there any prayer to that effect in the complaint, and the judgment must, therefore be reversed insofar as it undertakes to provide for the restitution of the land in question to the plaintiff.” Clearly, in light of the pleadings and evidentiary deficiencies of private

respondents' action, the HLURB cannot order petitioner to reimburse the money spent by private respondents in securing the transfer of title in their name.[36]

Fourthly, neither can we imply such obligation from the HLURB Decision since private respondents' complaint in the proceedings a quo only asked for judgment to compel petitioner to accept their payment, thereafter execute in their favor the necessary deed of absolute sale for the disputed house and lot and to compensate them for damages they had incurred. Stated otherwise, private respondents only sought the enforcement of the mutually binding contract to sell so that they could finally own the house and lot but did not, never, ask for the transfer of the title of the immovable property in their name at petitioner's expense. Certainly these remedies, while not exclusive of each other in that they may be joined in one complaint, are not one and the same, nor can we simply infer one from the other.[37]

It was ill advised for private respondents to have failed to include in their pleadings before the HLURB the appropriate allegations which would have formed (legitimately, that is) the basis for an order in the 14 November 1995 HLURB Decision compelling petitioner to defray such expenses. In *Heirs of Remigio Tan v. Intermediate Appellate Court*[38] where after the judgment had become final and executory the heirs sought to limit their liability for the debts of the decedent to the extent only of their inheritance from him, we ruled -

On this issue, the respondent Intermediate Appellate Court held x x x x that "[T]he questions of the limited liability of petitioners and entitlement to reimbursement for necessary, useful and ornamental expenses should have been raised by them during the trial and on appeal. For the lower court to consider them now and act as petitioners wish it to would be to vary the terms of a final and executory judgment." We find no reversible error committed by the respondent Intermediate Appellate Court. A review of the records show that the petitioners brought up the matter of their limited liability only at the time of the execution of the judgment, after the same had already become final and executory. The decision of the lower court which granted the private respondents' counterclaims condemned the petitioners, without qualification, to pay certain amounts representing the share of the former in the income of the Carriedo property. The petitioners at that point should have brought up the question which they are now raising x x x x Instead, they allowed the decision to become final and executory without seeking a limitation of their liability. When the decision was returned to the trial court for execution, all that was needed to be done was to carry out the terms of the decision which had already become final and executory. At that stage, it was too late for the petitioners to seek its modification. The petitioners cannot claim that they are being deprived of their property without due process of law since they had all the opportunity to raise the question they are now raising before the decision became final and executory. Neither can they ask this Court to disregard "procedural technicalities" to allow them to assert their claim at this very late date. What is involved here is not a matter of procedural technicality, but the doctrine of finality of judgment.

We cannot sanction the procedure adopted by the HLURB, affirmed by the Court of Appeals, in ordering petitioner to settle the expenses for the transfer of title whereby private respondents obtained such relief by filing a mere motion during the execution proceedings. In the case at bar, none of the circumstances which this Court used in the past exist to justify evidentiary hearings of new allegations during the execution of judgment as nonetheless being part of the segmented proceedings in the suit, i.e., a fictional continuation of the trial proper. The instant petition is not one where private respondents are enforcing subsidiary liability of an employer in a criminal case for negligence;[39] nor where the defense or claim sought to be heard on execution has been raised or tried before the trial court;[40] nor where the post-judgment evidentiary hearings are meant to address the impossibility of exacting compliance with the judgment as specified therein.[41] In the instant case, we are not concerned with just varying or replacing the means of executing the Judgment but with attempts to compel an altogether different relief apart from those adjudged in the HLURB Decision.

Likewise, for obvious reasons, the assailed Orders do not involve supervening events where the court a quo is allowed to admit evidence of new facts and circumstances and thereafter to suspend execution of the judgment and grant relief as may be warranted which may or may not result in its modification. Supervening events refer to facts which transpire after judgment has become final and executory or to new circumstances which developed after the judgment has acquired finality, including matters which the parties were not aware of prior to or during the trial as they were not yet in existence at that time.[42] Clearly, the responsibility for the expenses for registering and titling the subject house and lot - a matter pre-dating the filing of the complaint with the HLURB, and in fact, written in the contract to sell which private respondents sought to enforce - does not qualify as a supervening event which would have justified such post-judgment hearings as those undertaken by the HLURB and validated by the Court of Appeals.

We find precedent in *Baclayon v. Court of Appeals*[43] for our ruling in the instant petition. In this case, the defendants failed to raise as counterclaim the expenses for reimbursement of improvements built in good faith and allowed the judgment to become final and executory without a decision on the value of the improvements. Subsequently, the trial court conducted hearings supplementary to execution allowing defendants to prove that they were builders in good faith of the improvements and their value. In nullifying the action of the lower court we ruled -

x x x x The defense of builders in good faith of the improvements and evidence of the value of said improvements were not raised/presented before the trial court. More importantly, in the recent case of *First Integrated Bonding and Insurance Co., Inc. v. Court of Appeals* [we ruled that] matters of equity which can be raised in an execution proceeding, cannot refer to those which the court could have passed upon before judgment. Otherwise, there will be no end to litigation, since conceivably the proof of partial payments could be so seriously controversial as to need another full blown trial, decision and appeal. The rule is well established that once a decision has become final and executory the only jurisdiction left with the trial court is to order its execution. To require now the trial court in a hearing supplementary to execution, to receive private respondents' evidence to prove that they are builders in good faith of the improvements and the value of said improvements, is to disturb a final executory decision; which may even cause its substantial amendment.

More significantly, in the case at bar, private respondents should have asserted in the strongest language and at the earliest possible opportunity, i.e., in the complaint for specific performance, their reasons for requiring petitioner to shoulder the expenses of transferring title to them since, as the records clearly show, the same contract to sell for which they sought specific performance categorically imposed the burden at least prima facie upon them-

Upon full payment of the total purchase price of the house and lot package applies, the SELLER shall forthwith execute and deliver to the BUYER a final Deed of Absolute Sale conveying the property, free from all kinds of liens and encumbrances, except such as may be subsisting by operation of law, it being understood that the expenses for the transfer of this title to the BUYER including documentary stamps, shall be for the exclusive account of said buyer (underscoring supplied).

It goes without saying that the foregoing matters, in addition to alleging them in the complaint, should have also been heard during the trial on the merits before the HLURB where the parties could have proved their respective claims.[44] However, believing that the assailed rulings were merely part of the execution of the HLURB Decision, the HLURB instead precipitately resolved the issue in favor of private respondents with nary a notice and hearing demanded in controversial cases. *Jabon v. Alto*[45] invalidates such hasty approach -

As may be noted from the dispositive portion of the decision x x x x the court merely declares plaintiff owner of the portions of the land under litigation x x x. It does not give plaintiff any other relief, much less it orders plaintiff to be placed in possession of the land adjudicated to him. It later developed, however, that when plaintiff attempted to execute that part of the judgment rendered in his favor, a portion of the land was

occupied by the defendants x x x. And because the decision contains no directive for their ejectment, they resisted the execution. The question now that arises x x x is whether that decision, which has become final and executory x x x can still be amended by adding thereto a relief not originally included, such as the delivery of the possession of the land and the ejectment therefrom of the defendants x x x x Our answer is in the negative x x x x Here there has been only a declaration of ownership. No other relief is awarded to the plaintiff. In the absence of any other declaration, can we consider a mere declaration of ownership as necessarily including the possession of the property adjudicated? We do not believe so, for ownership is different from possession. A person may be declared owner, but he may not be entitled to possession. The possession may be in the hands of another either as a lessee or a tenant. A person may have improvements thereon of which he may not be deprived without due hearing. He may have other valid defenses to resist surrender of possession.

Fifthly, the assailed Orders of the HLURB did not merely interpret for purposes of execution but actually changed, amended or modified the HLURB Decision.[46] By ordering petitioner to pay for private respondents' expenses in transferring the documents of title over the house and lot in their names, the HLURB introduced new matters in the Decision which were both material and substantial. In the original Decision petitioner was mandated only to execute the deed of absolute of sale and to deliver the transfer certificate of title. But the assailed Orders granted an entirely new relief which significantly affected the obligations of petitioner as judgment-debtor; petitioner was not only to execute the deed and deliver the documents of title but must also shell out money to settle the expenses incurred in the process of transferring title to private respondents.

Verily, since the Orders in question are a wide departure from and a material amplification of the final and at least executory HLURB Decision, they are pro tanto void and absolutely unenforceable for any purpose. It is well settled that after the decision has become final and executory, it can no longer be amended or corrected by the court except for clerical errors or mistakes. In *Robles v. Timario*[47] we nullified and set aside the imposition of interest in a subsequent order of the lower court on the ground that the dispositive part of the judgment "absolutely made no mention of any interest on the amount of the judgment, hence there is no ambiguity to be clarified from the statements made in the body of the decision x x x." We shall do the same in the instant case.

If neither the HLURB nor the Court of Appeals has jurisdiction to impose such obligation upon petitioner, then the same would hold true for this Court. Under the circumstances, we have no authority to unsettle the final and perhaps satisfactorily executed Decision of the HLURB. As we have consistently ruled, "the general power of courts to amend their judgments or orders to make them conformable to justice cannot be invoked to correct an oversight or error as a judicial error may not be considered as a mere ambiguity, curable without a proper proceeding filed before the judgment had become final." [48]

Finally, it is unfortunate that private respondents by their own negligence kept the issue hanging as to who between them and petitioner should pay for the expenses for the execution and registration of the sale as well as the fees and taxes for the issuance of new documents of title. And so a corollary question that we might as well resolve now (although not raised as an issue in the present petition but conformably with *Gayos v. Gayos*[49] that it is a cherished rule of procedure that a court should always strive to settle the entire controversy in a single proceeding leaving no root or branch to bear the seeds of future litigation) is whether private respondents can still file a separate complaint against petitioner to recover the expenses for transferring to themselves the title to the subject house and lot.

We hold that private respondents are barred from raising the issue either in the instant case or through another action. Under Sec. 47, Rule 39, the Rules of Court, a final and executory judgment is conclusive upon any matter "that could have been raised in relation thereto." We also ruled in *Gabaya v. Mendoza*[50] that a final judgment is conclusive not only as to every matter which was offered and received to sustain or defeat the claim or demand but as to any other admissible matter which must have been offered for that purpose. Indubitably, the

responsibility for the expenses for transferring title over the house and lot to private respondents is a stipulation in the contract to sell which they could have surely disputed in the same action for specific performance of such contract. Under the contract to sell the expenses for the transfer of title are for the account of the buyers, private respondents herein. Moreover, the allegations and the evidence pertaining to the payment or reimbursement of registration and titling expenses are both admissible matters which (if not for private respondents' neglect in not raising this question) must have been offered in connection with the spouses' complaint before the HLURB. The HLURB Decision as *res judicata* now bars a subsequent action based upon this unpleaded cause of action.

In sum, it is settled jurisprudence that except in the case of judgments which are void *ab initio* or null *per se* for lack of jurisdiction which can be questioned at any time - and the HLURB Decision here is not of this character - once a decision becomes final, even the court which has rendered it can no longer alter or modify it, except to correct clerical errors or mistakes. Otherwise, there would be no end to litigation and would set to naught the main role of courts of justice which is to assist in the enforcement of the rule of law and the maintenance of peace and order by settling justiciable controversies with finality.

WHEREFORE, the Petition for Certiorari is GRANTED. Particularly, the 15 June 1999 and 16 November 1999 Orders of the Housing and Land Use Regulatory Board and the 9 February 2000 Decision and the 8 June 2000 Resolution of the Court of Appeals, all of which require petitioner Jose Clavano, Inc., to pay for or reimburse private respondents, the spouses Enrique and Venus Tenazas, the fees for notarizing the Deed of Absolute Sale executed and delivered by petitioner by virtue of the Decision of the HLURB in REM-0113-031095 as modified by the Office of the President in O.P. Case No. 96-J-6631, as well as the expenses and taxes for registering the Deed of Absolute Sale with the Register of Deeds and for obtaining the corresponding transfer certificate of title in private respondents' name, are SET ASIDE.

Consequently, we also NULLIFY the 23 February 2000 Sheriff's Notice demanding from petitioner the reimbursement of P232,305.60 for the alleged actual expenses of private respondents in notarizing and registering with the Register of Deeds the deed of absolute sale for the house and lot and of recording the corresponding Torrens title in private respondents' name. The Decision of the HLURB in REM-0113-031095 as modified by the Office of the President in O.P. Case No. 96-J-6631 shall be remanded for immediate execution until fully satisfied in accordance with the terms of its dispositive portion. Hereafter, the Decision of the HLURB in REM-0113-031095 as modified by the Office of the President in O.P. Case No. 96-J-6631 as *res judicata* shall bar any complaint, suit or action regardless of form which deals with or endeavors to raise the purported issue of who between petitioner and private respondents shall pay for or reimburse the expenses in transferring the title over the subject house and lot to private respondents. No pronouncement as to costs.

SO ORDERED.

Mendoza, Quisumbing, Buena, and De Leon, Jr., JJ., concur.

[1] Docketed as REM-0113-031095; CA Rollo, pp. 20-25.

[2] *Id.*, pp. 25-34.

[3] Decision recommended for approval by Atty. Dunstan T. San Vicente and approved by Housing and Land Use Arbiter Cesar A. Manuel; *id.*, pp. 35-53.

[4] Docketed as REM-A-960116-0006; Decision penned by Commissioners Romulo Q. Fabul and Teresita A. Desierto while Chairman Dionisio C. de la Cerna took no part; *id.*, pp. 54-61.

- [5] Docketed as O.P. Case No. 96-J-6631; Resolution penned by Chief Presidential Legal Counsel/Deputy Executive Secretary Renato C. Corona; *id.*, pp. 62-63.
- [6] Docketed as CA-G.R. SP No. 48631; Resolution penned by Associate Justice Teodoro P. Regino with the concurrence of Associate Justices Quirino D. Abad Santos, Jr. and Conrado M. Vasquez, Jr.; *Id.*, pp. 64-65.
- [7] Docketed as G.R. No. 135903; Resolution rendered by the First Division; *id.*, p. 66.
- [8] *Id.*, p. 66.
- [9] *Id.*, p. 14.
- [10] Rollo, p. 84.
- [11] CA Rollo, pp. 14-16.
- [12] The contract states in relevant parts: “3. Upon full payment of the total purchase price of the house and lot package applies, the SELLER shall forthwith execute and deliver to the BUYER a final Deed of Absolute Sale conveying the property, free from all kinds of liens and encumbrances, except such as may be subsisting by operation of law, it being understood that the expenses for the transfer of this title to the BUYER including documentary stamps, shall be for the exclusive account of said buyer;” *id.*, pp. 45, 68-73.
- [13] *Id.*, p. 17.
- [14] Docketed as CA-G.R. No. 56161; *id.*, pp. 1-13.
- [15] Decision in CA-G.R. No. 56161; Rollo, pp. 31-42.
- [16] *Id.*, p. 99.
- [17] *Id.*, pp. 43-44.
- [18] *Id.*, pp. 16-26.
- [19] *Id.*, p. 116.
- [20] *Caballero v. Solano*, G.R. No. 112518, 21 April 1995, 243 SCRA 660; *Santos v. Acua*, 100 Phil. 230 (1956).
- [21] G.R. No. 137285, 16 January 2001; *Ruiz v. Cañeba*, G.R. No. 84884, 3 December 1990, 191 SCRA 865.
- [22] See *Sañado v. Court of Appeals*, G.R. No. 108338, 17 April 2001; *Bosque v. Yu Chipco*, 14 Phil. 95, 98 (1909).
- [23] *David v. Court of Appeals*, G.R. No. 115821, 13 October 1999, 316 SCRA 710.
- [24] *Mutual Security Insurance Corp. v. Court of Appeals*, No. L-47018, 11 September 1987, 153 SCRA 678.
- [25] Art. 1358 of the Civil Code reads in part: “The following must appear in a public document: (1) Acts and contracts which have for their object the creation, transmission, modification or extinguishment of real rights over immovable property.”
- [26] *Hiyas Savings and Loan Bank v. Court of Appeals*, G.R. No. 95625, 4 October 1991, 202 SCRA 543.
- [27] *Black’s Law Dictionary* (1990), p. 567.
- [28] *Id.*, p. 428.
- [29] See *Macabenta v. Ver-Reyes*, No. L-14898, 19 September 1961, 3 SCRA 63, 65.

- [30] G.R. No. 73304, 9 November 1988, 167 SCRA 232.
- [31] G.R. Nos. 74151-54, 10 April 1989, 171 SCRA 667.
- [32] See Note 23.
- [33] *Ramirez v. Orientalist Company*, 38 Phil. 634, 647 (1918).
- [34] 15 Phil. 441, 444 (1910).
- [35] 7 Phil. 581, 583 (1907).
- [36] Obviously referring to the notarization of the deed of absolute sale and the expenses for registering the same and obtaining the Torrens title from the Register of Deeds in the name of private respondents.
- [37] See *Gabila v. Perez*, No. L- 29541, 27 January 1989, 169 SCRA 517, 521.
- [38] G.R. No. 71033, 29 July 1988, 163 SCRA 752, 758-759; *Ruiz v. Cañeba*, see Note 21.
- [39] See *Vda. de Paman v. Señeris*, 201 Phil. 290 (1982).
- [40] *Yap Vda. de Chi v. Tañada*, No. L-27274, 30 January 1982, 111 SCRA 190.
- [41] *Heirs of Kishinchand Hiranand Dialdas v. Court of Appeals*, G.R. No. 112563, 28 June 2001.
- [42] *Lim v. Jabalde*, G.R. No. 36786, 17 April 1989.
- [43] G.R. No. 89132, 26 February 1990, 182 SCRA 761, 769-770; *International School, Inc. v. Minister of Labor and Employment*, G.R. No. 54243, 21 July 1989, 175 SCRA 507.
- [44] *Samson v. Montejo*, No. L-18605, 31 October 1963, 9 SCRA 419, 422.
- [45] 91 Phil. 750, 752 (1952).
- [46] See *Ablaza v. Sycip*, 110 Phil. 4, 8 (1960).
- [47] 107 Phil. 809, 813 (1960).
- [48] *Ibid.*
- [49] No. L-27812, 26 September 1975, 67 SCRA 146.
- [50] G.R. No. 53560, 30 March 1982.

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