

**URSULA MAGLENTE, CONSOLACION BERJA, MERCEDITA FERRER,
THELMA ABELLA AND ANTONIO NGO, PETITIONERS, VS. HON.
PRISCILLA BALTAZAR- PADILLA, IN HER CAPACITY AS THE
PRESIDING JUDGE OF...**

G.R. NO. 148182. March 07, 2007

Ponente: CORONA, J.

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CORONA, J.:

At bar is a special civil action for certiorari under Rule 65 of the Rules of Court assailing the order[1] of the Regional Trial Court (RTC) of Manila, Branch 38, dated April 20, 2001, denying petitioners' motion for the issuance of a writ of possession in their favor.

The antecedent facts follow.

On January 15, 1985, Philippine Realty Corporation (PRC), owner of a 687.80-square meter parcel of land at 400 Solana St., Intramuros, Manila, entered into a contract of lease for three years with one of the petitioners, Ursula Maglente. In the contract, it was stated that, if PRC were to sell the leased property, Maglente would be given the first priority (right of first refusal) to buy it. Both parties likewise agreed that the lessee was prohibited from subleasing any portion of the property without the consent of the lessor. However, after the execution of the lease contract, petitioner Maglente subleased portions of the property to respondents.

On March 9, 1987, when the lease contract was about to expire, PRC sent a written offer to sell the leased property to Maglente. In response, the latter intimated that she would exercise her right of first refusal to purchase the property with co-petitioners as her co-buyers. In February 1989, PRC received a letter from respondents expressing their desire to purchase the same property.

On February 23, 1989, PRC filed a complaint for interpleader[2] in the RTC against both petitioners and respondents so they could litigate among themselves on who had the right to purchase the property.[3] On March 11, 1991, the trial court ruled in favor of petitioners and declared them as the rightful parties to purchase PRC's property. The dispositive portion of the decision read:

WHEREFORE, premises considered, judgment is hereby rendered as follows:

- Declaring [petitioners] Ursula Maglente, Consolacion Berja, Mercedita Ferrer, Thelma Abella and Antonio Ngo as the rightful [parties] to purchase the land in controversy; and
- Ordering...[PRC] to execute the corresponding contract of sale/contract to sell in favor of [petitioners] aforementioned in accordance with this Decision within 30 days from notice hereof.[4]

Dissatisfied with the above decision, respondents appealed to the Court of Appeals (CA) which affirmed the judgment of the trial court.

Undaunted, respondents found their way to this Court, assigning as sole error the ruling of the CA upholding the

right of petitioners. The case was docketed as G.R. No. 111743.

On October 8, 1999, we affirmed the decision of the CA and denied respondents' petition for lack of merit.[5] We declared:

In the case under consideration, the contract of sale was already perfected - PRC offered the subject lot for sale to [petitioners] Maglente and her group... Respondent Maglente and her group accepted such offer...manifesting their intention to purchase the property as provided for under the lease contract. Thus, there was already an offer and acceptance giving rise to a valid contract. As a matter of fact, [petitioners] have already completed payment of their downpayment of P100,000. Therefore, as borne by evidence on record, the requisites under Article 1318 of the Civil Code for a perfected contract have been met.

On April 11, 2000,[6] we ordered entry of judgment.

On motion of petitioners, a writ of execution was later issued by the RTC directing PRC to execute the contract of sale/contract to sell in favor of petitioners.

As ordered, PRC executed a "deed of sale" in favor of petitioners. The latter then filed a motion for the issuance of a writ of possession but respondents (who were occupying the property) objected on the ground that the trial court's decision on the interpleader case merely resolved petitioners' right to purchase the leased property but did not declare them as the owners entitled to possession. The trial court sustained respondents' argument and denied petitioners' motion.[7]

Petitioners are now before us via this special civil action for certiorari raising this sole query: whether or not they are entitled to a writ of possession after being adjudged (in the interpleader case) as the proper parties to buy the subject property, considering that a "deed of sale" has already been executed in their favor.[8]

In this petition for certiorari under Rule 65, petitioners assail the Manila RTC's denial of their motion for the issuance of the writ of possession. However, they do not allege that the trial court was without jurisdiction or exceeded its jurisdiction, or that it committed grave abuse of discretion in denying said motion, as required in all Rule 65 petitions.

The remedy of certiorari is limited to acts of any tribunal or board exercising judicial functions without or in excess of jurisdiction or with grave abuse of discretion.[9] It must be based on jurisdictional grounds like want of jurisdiction or grave abuse of discretion; otherwise, any error committed by it will amount to nothing more than an error of judgment which may be questioned only on ordinary appeal.[10]

Considering, however, that a question of law[11] is involved, that is, whether a writ of possession should be granted to a party with the right of first refusal in an interpleader case, we give due course to this petition.

Indeed, should petitioners be granted the writ of possession they seek? We rule in the negative.

A writ of possession shall issue only in the following instances: (1) land registration proceedings; (2) extrajudicial foreclosure of mortgage of real property; (3) judicial foreclosure of property provided that the mortgagor has possession and no third party has intervened, and (4) execution sales.[12] Here, petitioners seek the writ as a consequence of the trial court's decision ordering the execution of a contract of sale/contract to sell in their favor. The writ does not lie in such a case.

Furthermore, the trial court's decision in the interpleader case (affirmed by both the CA and the SC) merely resolved the question of who, between petitioners and respondents, had the right to purchase PRC's property. The directive was only for PRC to execute the necessary contract in favor of petitioners as the winning parties, nothing else. The trial court's writ of execution read:

NOW THEREFORE, [PRC] is hereby ordered to execute a contract of sale/contract to sell in favor of [petitioners] within thirty (30) days from the date of execution hereof. The Branch Sheriff shall return this Writ to the Court within thirty (30) days from the date of receipt... until the judgment is satisfied in full or its effectivity expires. The returns of periodic reports shall set forth the whole of the proceedings taken and shall be filed with the Court and copies thereof promptly furnished the parties..[13] (emphasis supplied)

It was clear that, at that point, petitioners were not yet the owners of the property. The execution of the "deed of sale" in their favor was only preliminary to their eventual acquisition of the property.[14] Likewise, although we stated in G.R. No. 111743[15] that the contract of sale between petitioners and PRC had already been perfected, we refrained from declaring them the owners since, pending the execution of the deed of sale or delivery of the property, ownership had yet to transfer to them at that time.[16]

Thus, petitioners' argument that the trial court's writ of execution[17] in the interpleader case carried with it the corollary right to a writ of possession is without merit. A writ of possession complements the writ of execution only when the right of possession or ownership has been validly determined in a case directly relating to either.[18] The interpleader case obviously did not delve into that issue.

Furthermore, the rule is that the enforcement of a judgment may not vary or alter the tenor of the judgment but must strictly conform to it.[19] It should be in harmony with the judgment that gives it life and not exceed it.[20] We thus cannot fault the trial court for refusing to issue a writ of possession to petitioners as its issuance would not be in conformity with the trial court's judgment in the interpleader case.

Finally, petitioners cannot recover possession of the property via a mere motion. They must file the appropriate action in court against respondents to recover possession. While this remedy can delay their recovery, this Court cannot permit an abbreviated method without subverting the rules and processes established for the orderly administration of justice.

WHEREFORE, the assailed order of the Regional Trial Court of Manila, Branch 38, is hereby AFFIRMED. Accordingly, the petition is DISMISSED.

Costs against petitioners.

SO ORDERED.

Puno, C.J., (Chairperson), Sandoval-Gutierrez, and Garcia, JJ., concur.
Azcuna, J., on official leave.

[1] Issued by Judge Priscilla Baltazar Padilla (now Associate Justice of the Court of Appeals), dated April 20, 2001; rollo, pp. 27-29.

[2] Rule 62. Section 1. When interpleader proper. Whenever conflicting claims upon the same subject matter are or may be against a person, who claims no interest whatever in the subject matter, or an interest which in whole or in part is not disputed by the claimants, he may bring an action against the conflicting claimants to compel them to interplead and litigate their several claims among themselves.

[3] The case was docketed as Civil Case No. 89-48037.

[4] Decided by Judge Arturo U. Zarias, Jr., rollo, pp. 31-39.

[5] Penned by Justice Fidel P. Purisima (retired), with the concurrence of (retired) Justices Jose A.R. Melo, Jose C. Vitug, Artemio V. Panganiban and Minerva Reyes, Third Division; rollo, pp. 40-48.

[6] Id., p. 50.

[7] Id., pp. 27-29.

[8] Petition, rollo, p. 14.

[9] *Planters Products, Inc. v. Court of Appeals*, 375 Phil. 615 (1999).

[10] *Jalandoni v. Drilon*, 383 Phil. 855 (2000).

[11] *BF Corporation v. Court of Appeals*, 351 Phil. 507 (1988).

[12] *Canlas v. Court of Appeals*, No. L-77691, 8 August 1988, 164 SCRA 160; See also *Idolor v. Court of Appeals*, G.R. No. 161028, 31 January 2005, 450 SCRA 396.

[13] Rollo, pp. 51-52.

[14] Petitioners later on obtained a Transfer Certificate of Title over the subject property.

[15] *Supra* note 5.

[16] Under Article 1478 of the Civil Code, the ownership of the thing sold shall be transferred to the vendee upon the actual or constructive delivery thereof.

[17] *Supra* note 8.

[18] *Eternal Garden Park v. Court of Appeals*, 355 Phil. 369 (1998); See also *Nazareno v. Court of Appeals*, G.R. No. 131641, 23 February 2000, 326 SCRA 338, *Isaguirre v. De Lara*, G.R. No. 138053, 31 May 2000, 332 SCRA 803.

[19] *Paylago v. Nicolas*, G.R. No. 38152, 20 September 1990, 189 SCRA 727; *Laingco v. Camilo*, No. L-35883, 29 June 1984, 130 SCRA 144.

[20] *Nazareno v. Court of Appeals*, *supra*.

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