

SPOUSES FRANCISCO AND MERCED RABAT, PETITIONERS, VS. PHILIPPINE NATIONAL BANK, RESPONDENT.

G.R. No. 158755. June 18, 2012

Ponente: BERSAMIN, J.

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BERSAMIN, J.:

The inadequacy of the bid price in an extrajudicial foreclosure sale of mortgaged properties will not per se invalidate the sale. Additionally, the foreclosing mortgagee is not precluded from recovering the deficiency should the proceeds of the sale be insufficient to cover the entire debt.

Antecedents

The parties are before the Court a second time to thresh out an issue relating to the foreclosure sale of the petitioners' mortgaged properties. The first time was in G.R. No. 134406 entitled *Philippine National Bank v. Spouses Francisco and Merced Rabat*, decided on November 15, 2000.[1] In G.R. No. 134406, the Court observed that –

The RABATs did not appeal from the decision of the trial court. As a matter of fact, in their Appellee's Brief filed with the Court of Appeals they prayed that said decision be affirmed in toto. As against the RABATs the trial court's findings of fact and conclusion are already settled and final. More specifically, they are deemed to have unqualifiedly agreed with the trial court that the foreclosure proceedings were valid in all respects, except as to the bid price.[2]

Accordingly, we extract the antecedent facts from the narrative of the decision in G.R. No. 134406, as follows:

On 25 August 1979, respondent spouses Francisco and Merced Rabat (hereafter RABATs) applied for a loan with PNB. Subsequently, the RABATs were granted on 14 January 1980 a medium-term loan of P4.0 Million to mature three years from the date of implementation.

On 28 January 1980, the RABATs signed a Credit Agreement and executed a Real Estate Mortgage over twelve (12) parcels of land which stipulated that the loan would be subject to interest at the rate of 17% per annum, plus the appropriate service charge and penalty charge of 3% per annum on any amount remaining unpaid or not renewed when due.

On 25 September 1980, the RABATs executed another document denominated as "Amendment to the Credit Agreement" purposely to increase the interest rate from 17% to 21% per annum, inclusive of service charge and a penalty charge of 3% per annum to be imposed on any amount remaining unpaid or not renewed when due. They also executed another Real Estate Mortgage over nine (9) parcels of land as additional security for their medium-term loan of Four Million (P4.0 M). These parcels of land are agricultural, commercial and residential lots situated in Mati, Davao Oriental.

The several availments of the loan accommodation on various dates by the RABATs reached the aggregate amount of THREE MILLION FIVE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED EIGHTY (P3,517,380), as evidenced by the several promissory notes, all of which were due on 14 March 1983.

The RABATs failed to pay their outstanding balance on due date.

In its letter of 24 July 1986, in response to the letter of the RABATs of 16 June 1986 requesting for more time within which to arrive at a viable proposal for the settlement of their account, PNB informed the RABATs that their request has been denied and gave the RABATs until 30 August 1986 to settle their account. The PNB sent the letter to 197 Wilson Street, San Juan, Metro Manila.

For failure of the RABATs to pay their obligation, the PNB filed a petition for the extrajudicial foreclosure of the real estate mortgage executed by the RABATs. After due notice and publication, the mortgaged parcels of land were sold at a public auction held on 20 February 1987 and 14 April 1987. The PNB was the lone and highest bidder with a bid of P3,874,800.00.

As the proceeds of the public auction were not enough to satisfy the entire obligation of the RABATs, the PNB sent anew demand letters. The letter dated 15 November 1990 was sent to the RABATs at 197 Wilson Street, San Juan, Metro Manila; while another dated 30 August 1991 was sent to the RABATs at 197 Wilson Street, Greenhills, San Juan, Metro Manila, and also in Mati, Davao Oriental.

Upon failure of the RABATs to comply with the demand to settle their remaining outstanding obligation which then stood at P14,745,398.25, including interest, penalties and other charges, PNB eventually filed on 5 May 1992 a complaint for a sum of money before the Regional Trial Court of Manila. The case was docketed as Civil Case No. 92-61122, which was assigned to Branch 14 thereof.

The RABATs filed their answer with counterclaim on 28 July 1992 to which PNB filed its Reply and Answer to Counterclaim. On 2 January 1993, the RABATs filed an amended answer. The RABATs admitted their loan availments from PNB and their default in the payment thereof. However, they assailed the validity of the auction sales for want of notice to them before and after the foreclosure sales.

They further added that as residents of Mati, Davao Oriental since 1970 up to the present, they never received any notice nor heard about the foreclosure proceeding in spite of the claim of PNB that the foreclosure proceeding had been duly published in the San Pedro Times, which is not a newspaper of general circulation.

The RABATs likewise averred that the bid price was grossly inadequate and unconscionable.

Lastly, the RABATs attacked the validity of the accumulated interest and penalty charges because since their properties were sold in 1987, and yet PNB waited until 1992 before filing the case. Consequently, the RABATs contended that they should not be made to suffer for the interest and penalty charges from May 1987 up to the present. Otherwise, PNB would be allowed to profit from its questionable scheme.

The PNB filed on 5 February 1993 its Reply to the Amended Answer and Answer to Counterclaim.[3]

On June 14, 1994, the Regional Trial Court, Branch 14, in Manila (RTC) rendered its decision in Civil Case No. 92-61122,[4] disposing thus:

WHEREFORE, and in view of the foregoing considerations, judgment is hereby rendered dismissing the complaint.

On the counterclaim, the two (2) auction sales of the mortgaged properties are hereby set aside and ordering the plaintiff to reconvey to the defendants the remaining properties after the sale [of] sufficient properties for the satisfaction of the obligation of the defendants.

The parties will bear their respective cost.

So ordered.

Only PNB appealed to the CA (CA-G.R. CV No. 49800), assigning the following two errors to the RTC,[5] to

wit:

I

WHETHER OR NOT THE TRIAL COURT ERRED IN NULLIFYING THE SHERIFF'S AUCTION SALE ON THE GROUND THAT THE PNB'S WINNING BID IS VERY LOW.

II

WHETHER OR NOT THE TRIAL COURT ERRED IN RULING THAT THE DEFENDANTS-APPELLEES ARE NOT LIABLE TO PAY INTEREST AND PENALTY CHARGES AFTER THE AUCTION SALES UP TO THE FILING OF THIS CASE.

On their part, the Spouses Rabat simply urged in their appellee's brief that the decision of the RTC be entirely affirmed.[6]

On June 29, 1998, the CA upheld the RTC's decision to nullify the foreclosure sales but rested its ruling upon a different ground,[7] in that the Spouses Rabat could not have known of the foreclosure sales because they had not actually received personal notices about the foreclosure proceedings. The CA concluded:

An examination of the exhibits show that the defendant-appellees given address is Mati, Davao Oriental and not 197 Wilson Street, Greenhills, San Juan, Metro Manila as alleged by the plaintiff-appellant (Exhibit C to J, pp. 208, 217, 220, 229, 236-239, Records). Records further show that all subsequent communications by plaintiff-appellant was sent to defendant-appellees address at Wilson Street, Greenhills, San Juan. This was the very reason why defendant-appellees were not aware of the foreclosure proceedings.

As correctly found out by the trial court, there is a need for the setting aside of the two (2) auction sales hence, there is yet no deficiency judgment to speak of.

WHEREFORE, the decision of the trial court dated 14 June 1994, is hereby affirmed in toto.

SO ORDERED.

PNB appealed in due course (G.R. No. 134406),[8] positing:

WHETHER OR NOT THE COURT OF APPEALS MAY REVIEW AND PASS UPON THE TRIAL COURT'S FINDING AND CONCLUSION ON AN ISSUE WHICH WAS NEVER RAISED ON APPEAL, AND, THEREFORE, HAD ATTAINED FINALITY.

- THE COURT OF APPEALS HAS SO FAR DEPARTED FROM THE ACCEPTED AND USUAL COURSE OF JUDICIAL PROCEEDINGS WHEN IT DECIDED AND RESOLVED A QUESTION OR ISSUE NOT RAISED IN PETITIONER PNB'S APPEAL;

- THE COURT OF APPEALS COMMITTED GRAVE ABUSE OF DISCRETION WHEN IT REVERSED THE FINDING AND CONCLUSION OF THE TRIAL COURT ON AN ISSUE WHICH HAD ALREADY ATTAINED FINALITY.

PNB argued that it had not raised the issue of lack of notice about the foreclosure sales because the fact that the Spouses Rabat had not appealed the RTC's ruling as regards the lack of notice but had in fact prayed for the affirmance of the RTC's judgment had rendered final the RTC's rejection of their allegation of lack of personal notice; and that, consequently, the CA had committed grave abuse of discretion in still resolving the issue of lack of notice despite its not having been raised during the appeal.[9]

On November 15, 2000, the Court promulgated its decision in G.R. No. 134406, decreeing:

WHEREFORE, the petition is GRANTED. The decision of the Court of Appeals of 29 July 1998 in CA-G.R.

CV No. 49800 is hereby SET ASIDE. The Court of Appeals is directed to DECIDE, with reasonable dispatch, CA-G.R. CV No. 49800 on the basis of the errors raised by petitioner Philippine National Bank in its Appellant's Brief.

No pronouncement as to costs.

SO ORDERED.[10]

To conform to the decision in G.R. No. 134406, the CA amended its decision on January 24, 2003 by resolving the errors specifically assigned by PNB in its appellant's brief.[11] The CA nonetheless affirmed the RTC's decision, declaring that the bid price had been very low and observing that the mortgaged properties might have been sold for a higher value had PNB first conducted a reappraisal of the properties.

Upon PNB's motion for reconsideration, however, the CA promulgated its questioned second amended decision on March 26, 2003,[12] holding and ruling as follows:

After a thorough and conscientious review of the records and relevant laws and jurisprudence, We find the motion for reconsideration to be meritorious.

While indeed no evidence was presented by appellant as to whether a reappraisal of the mortgaged properties was conducted by it before submitting the bid price of P3,874,800.00 at the auction sale, said amount approximates the loan value under its original appraisal in 1980, which was P4 million.

There is no dispute that mere inadequacy of price per se will not set aside a judicial sale of real property. Nevertheless, where the inadequacy of the price is purely shocking to the conscience such that the mind revolts at it and such that a reasonable man would neither directly nor indirectly be likely to consent to it, the sale shall be declared null and void. Said rule, however, does not strictly apply in the case of extrajudicial foreclosure sales so that when a supposed "unconscionably low price" paid by the bank-mortgagee for the mortgaged properties at the public auction sale is assailed, the sale is not thereby readily set aside on account of such low purchase price. It is well-settled that alleged gross inadequacy of price is not material "when the law gives the owner the right to redeem as when a sale is made at a public auction, upon the theory that the lesser the price the easier it is for the owner to effect the redemption." In fact, the property may be sold for less than its fair market value.

Here, it may be that after the lapse of seven (7) years, the mortgaged properties may have indeed appreciated in value but under the general rule cited above which had been consistently applied to extrajudicial foreclosure sales. We are not inclined to invalidate the auction sale of appellees' mortgaged properties solely on the alleged gross inadequacy of purchase price of P3,874,800.00 which is actually almost the equivalent of the loan value of appellees' twenty-one (21) parcels of land under the "Real Estate Mortgage" executed in favor of appellant PNB in 1980. It has been held that no such disadvantage is suffered by the mortgagor as he stands to gain with a reduced price because he possesses the right of redemption. Thus, the re-appraisal of the mortgaged properties resulting in the appellant PNB's bid price of approximately the original loan value of their mortgaged properties is beneficial rather than harmful considering the right of redemption granted to appellees under the law. The claim of financial hardship or losses in their business is not an excuse for appellees-mortgagors to evade their clear obligation to the bank-mortgagee.

Further, the fact that the mortgaged property is sold at an amount less than its actual market value should not militate against the right of appellant PNB to the recovery of the deficiency in the loan obligation of appellees. Our Supreme Court had ruled in several cases that in extrajudicial foreclosure of mortgage, where the proceeds of the sale are insufficient to pay the debt, the mortgagee has the right to recover the deficiency from the debtor. A claim of deficiency arising from the extrajudicial foreclosure sale is allowed. As to appellees' claim of allegedly excessive penalty interest charges, the same is without merit. We note that the promissory notes expressly provide for a penalty charge of 3% per annum to be imposed on any unpaid amount on due date.

WHEREFORE, premises considered, the present motion for reconsideration is hereby GRANTED. Consequently, Our Amended Decision of January 24, 2003 is hereby SET ASIDE and a new one is hereby entered GRANTING the appeal of plaintiff PNB. The decision appealed from in Civil Case No. 92-61122 is hereby REVERSED and SET ASIDE. Judgment is hereby rendered ordering the appellees to pay, jointly and severally, to appellant PNB: (1) the amount of P14,745,398.25 plus accrued interest, service charge and penalty charge of 3% per annum from February 29, 1992 until the same shall have been fully paid; (2) Ten Percent (10%) of the total amount due as attorney's fees; and (3) the costs of suit.

No pronouncement as to costs.

SO ORDERED.[13]

The Spouses Rabat thereafter moved for the reconsideration of the second amended decision, but the CA denied their motion.[14]

Hence, this appeal by the Spouses Rabat.

Issues

The Spouses Rabat frame the following issues for this appeal, thuswise:

WHETHER OR NOT THE COURT OF APPEALS ERRED IN UPHOLDING THE VALIDITY OF THE SUBJECT AUCTION SALES AND ADJUDGING PAYMENT OF DEFICIENCY SUM, INTERESTS, PENALTY AND SERVICE CHARGES AND ATTORNEY'S FEES, IN COMPLETE AND ABSOLUTE DISREGARD OF ITS EARLIER PRONOUNCEMENTS, THE ARGUMENTS OF HEREIN PETITIONERS AND EVIDENCE BORNE IN THE RECORDS OF THE INSTANT CASE.

WHETHER OR NOT THE COURT OF APPEALS ERRED IN DEPARTING FROM ITS FINDING OF FACTS AND CONCLUSIONS OF LAW AS STATED IN THE EARLIER RENDERED FIRST AMENDED DECISION DATED 24 JANUARY 2003.[15]

The Spouses Rabat insist that the CA's reversal of the amended decision was unjustified. They pray that the amended decision of the CA (which affirmed the RTC's judgment) be reinstated. They contend that PNB was not entitled to recover any deficiency due to the invalidity of the forced sales.[16]

In its comment,[17] PNB counters that the petition for review does not raise a valid question of law; and that the CA's second amended decision was regularly promulgated because the CA thereby acted well within its right to correct itself considering that the amended decision did not yet attain finality under the pertinent rules and jurisprudence.

Accordingly, the Court must pass upon and resolve three distinct issues. The first is whether the inadequacy of the bid price of PNB invalidated the forced sale of the properties. The second is whether PNB was entitled to recover any deficiency from the Spouses Rabat. The third is whether the CA validly rendered its second amended decision.

Ruling

The appeal has no merit.

Anent the first issue, we rule against the Spouses Rabat. We have consistently held that the inadequacy of the bid price at a forced sale, unlike that in an ordinary sale, is immaterial and does not nullify the sale; in fact, in a forced sale, a low price is considered more beneficial to the mortgage debtor because it makes redemption of the property easier.[18]

In *Bank of the Philippine Islands, etc. v. Reyes*,^[19] the Court discoursed on the effect of the inadequacy of the price in a forced sale, stating:

Throughout a long line of jurisprudence, we have declared that unlike in an ordinary sale, inadequacy of the price at a forced sale is immaterial and does not nullify a sale since, in a forced sale, a low price is more beneficial to the mortgage debtor for it makes redemption of the property easier.

In the early case of *The National Loan and Investment Board v. Meneses*, we also had the occasion to state that:

As to the inadequacy of the price of the sale, this court has repeatedly held that the fact that a property is sold at public auction for a price lower than its alleged value, is not of itself sufficient to annul said sale, where there has been strict compliance with all the requisites marked out by law to obtain the highest possible price, and where there is no showing that a better price is obtainable. (*Government of the Philippines vs. De Asis*, G. R. No. 45483, April 12, 1939; *Guerrero vs. Guerrero*, 57 Phil., 442; *La Urbana vs. Belando*, 54 Phil., 930; *Bank of the Philippine Islands v. Green*, 52 Phil., 491.) (Emphases supplied.)

In *Hulst v. PR Builders, Inc.*, we further elaborated on this principle:

[G]ross inadequacy of price does not nullify an execution sale. In an ordinary sale, for reason of equity, a transaction may be invalidated on the ground of inadequacy of price, or when such inadequacy shocks one's conscience as to justify the courts to interfere; such does not follow when the law gives the owner the right to redeem as when a sale is made at public auction, upon the theory that the lesser the price, the easier it is for the owner to effect redemption. When there is a right to redeem, inadequacy of price should not be material because the judgment debtor may re-acquire the property or else sell his right to redeem and thus recover any loss he claims to have suffered by reason of the price obtained at the execution sale. Thus, respondent stood to gain rather than be harmed by the low sale value of the auctioned properties because it possesses the right of redemption. x x x (Emphasis supplied.)

It bears also to stress that the mode of forced sale utilized by petitioner was an extrajudicial foreclosure of real estate mortgage which is governed by Act No. 3135, as amended. An examination of the said law reveals nothing to the effect that there should be a minimum bid price or that the winning bid should be equal to the appraised value of the foreclosed property or to the amount owed by the mortgage debtor. What is clearly provided, however, is that a mortgage debtor is given the opportunity to redeem the foreclosed property "within the term of one year from and after the date of sale." In the case at bar, other than the mere inadequacy of the bid price at the foreclosure sale, respondent did not allege any irregularity in the foreclosure proceedings nor did she prove that a better price could be had for her property under the circumstances.

At any rate, we consider it notable enough that PNB's bid price of P3,874,800.00 might not even be said to be outrageously low as to be shocking to the conscience. As the CA cogently noted in the second amended decision,^[20] that bid price was almost equal to both the P4,000,000.00 applied for by the Spouses Rabat as loan, and to the total sum of P3,517,380.00 of their actual availment from PNB.

Resolving the second issue, we rule that PNB had the legal right to recover the deficiency amount. In *Philippine National Bank v. Court of Appeals*,^[21] we held that:

xxx it is settled that if the proceeds of the sale are insufficient to cover the debt in an extrajudicial foreclosure of the mortgage, the mortgagee is entitled to claim the deficiency from the debtor. For when the legislature intends to deny the right of a creditor to sue for any deficiency resulting from foreclosure of security given to guarantee an obligation it expressly provides as in the case of pledges [Civil Code, Art. 2115] and in chattel mortgages of a thing sold on installment basis [Civil Code, Art. 1484(3)]. Act No. 3135, which governs the extrajudicial foreclosure of mortgages, while silent as to the mortgagee's right to recover, does not, on the

other hand, prohibit recovery of deficiency. Accordingly, it has been held that a deficiency claim arising from the extrajudicial foreclosure is allowed.[22]

Indeed, as we indicated in *Prudential Bank v. Martinez*,[23] the fact that the mortgaged property was sold at an amount less than its actual market value should not militate against the right to such recovery.[24]

There should be no question that PNB was legally entitled to recover the penalty charge of 3% per annum and attorney's fees equivalent to 10% of the total amount due. The documents relating to the loan and the real estate mortgage showed that the Spouses Rabat had expressly conformed to such additional liabilities; hence, they could not now insist otherwise. To be sure, the law authorizes the contracting parties to make any stipulations in their covenants provided the stipulations are not contrary to law, morals, good customs, public order or public policy.[25] Equally axiomatic are that a contract is the law between the contracting parties, and that they have the autonomy to include therein such stipulations, clauses, terms and conditions as they may want to include.[26] Inasmuch as the Spouses Rabat did not challenge the legitimacy and efficacy of the additional liabilities being charged by PNB, they could not now bar PNB from recovering the deficiency representing the additional pecuniary liabilities that the proceeds of the forced sales did not cover.

Lastly, we uphold the CA's promulgation of the second amended decision. Verily, all courts of law have the unquestioned power to alter, modify, or set aside their decisions before they become final and unalterable.[27] A judgment that has attained finality becomes immutable and unalterable, and may thereafter no longer be modified in any respect even if the modification is meant to correct erroneous conclusions of fact or law and whether it will be made by the court that rendered it or by the highest court of the land.[28] The reason for the rule of immutability is that if, on the application of one party, the court could change its judgment to the prejudice of the other, the court could thereafter, on application of the latter, again change the judgment and continue this practice indefinitely. [29] The equity of a particular case must yield to the overmastering need of certainty and unalterability of judicial pronouncements.[30] The doctrine of immutability and inalterability of a final judgment has a two-fold purpose, namely: (a) to avoid delay in the administration of justice and, thus, procedurally, to make orderly the discharge of judicial business; and (b) to put an end to judicial controversies, at the risk of occasional errors, which is precisely why courts exist. Indeed, controversies cannot drag on indefinitely; the rights and obligations of every litigant must not hang in suspense for an indefinite period of time.[31] As such, the doctrine of immutability is not a mere technicality to be easily brushed aside, but a matter of public policy as well as a time-honored principle of procedural law.

It is no different herein. The amended decision that favored the Spouses Rabat would have attained finality only after the lapse of 15 days from notice thereof to the parties without a motion for reconsideration being timely filed or an appeal being seasonably taken.[32] Had that happened, the amended decision might have become final and immutable. However, considering that PNB timely filed its motion for reconsideration vis-à-vis the amended decision, the CA's reversal of the amended decision and its promulgation of the second amended decision were valid and proper.

WHEREFORE, we AFFIRM the SECOND AMENDED DECISION promulgated on March 26, 2003 in CA-G.R. CV No. 49800 entitled *Philippine National Bank v. Spouses Francisco and Merced Rabat*.

The petitioners shall pay the costs of suit.

SO ORDERED.

Leonardo-De Castro, (Acting Chairperson), [*]Peralta, Del Castillo, and Perlas-Bernabe, JJ., concur.

[*] Vice Associate Justice M. S. Villarama, Jr., who penned the assailed decision of the Court of Appeals, per the raffle of May 7, 2012.

[1] 344 SCRA 706.

[2] Id., at p. 716.

[3] Id., pp. 707-710.

[4] Records, pp. 420-427; penned by Judge Inocencio D. Maliaman.

[5] Supra, note 1, at p. 712.

[6] Id.

[7] CA rollo, pp. 115-120; penned by Associate Justice Candido V. Rivera (retired/deceased), with Associate Justice Bernardo Ll. Salas (retired) and Associate Justice Martin S. Villarama, Jr. (now a Member of this Court) concurring.

[8] Supra, note 1, pp. 712-714.

[9] CA rollo, p. 103.

[10] Id., p. 156.

[11] Id., pp. 121-135.

[12] Rollo, pp. 44-51; penned by Associate Justice Villarama, Jr., with Associate Justice Mercedes Gozo-Dadole (retired) and Associate Justice Edgardo F. Sundiam (deceased) concurring.

[13] Id., pp. 49-51.

[14] Id., pp. 39-42.

[15] Id., p. 21.

[16] Id., pp. 24-25.

[17] Id., pp. 63-68.

[18] BPI Family Savings Bank, Inc. v. Avenido, G.R. No. 175816, December 7, 2011; Suico Rattan & Buri Interiors Inc. v. Court of Appeals, G.R. No. 138145, June 15, 2006, 490 SCRA 560; Sulit v Court of Appeals, G.R. No. 119247, February 17, 1997, 268 SCRA 441, 453.

[19] G.R. No. 182769, February 1, 2012.

[20] Supra, note 12.

[21] G.R. No. 121739, June 14, 1999, 308 SCRA 229.

[22] Id., p. 235.

[23] G.R. No. 51768, September 14, 1990, 189 SCRA 612.

[24] Id., pp. 617.

[25] Article 1306, Civil Code.

[26] *Ridjo Tape and Chemical Corp. v. Court of Appeals*, G.R. No. 126074, February 24, 1998, 286 SCRA 544, 551.

[27] *Marcopper Mining Corporation v. Briones*, No. L-77210, September 19, 1988, 165 SCRA 464, 470.

[28] *Siy v. National Labor Relations Commission*, G..R. No. 158971, August 25, 2005, 468 SCRA 154, 161-162.

[29] *Kline v. Murray*, 257 P. 465, 79 Mont. 530.

[30] *Flores v. Court of Appeals*, 328 Phil. 995 (1996).

[31] *Land Bank of the Philippines v. Arceo*, G.R. No. 158270, July 21, 2008, 559 SCRA 85.

[32] *Heirs of Patriaca v. Court of Appeals*, No. L-59701, August 31, 1983, 124 SCRA 410, 413.

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