

**V.C. PONCE COMPANY, INC., PETITIONER, VS. RODOLFO REYES,
JOSE MONASTERIAL, JR., BENJAMIN PENARANDA, JOSE SAMBO,
TEOFILO VIRAY, ANTONIO ALFONSO, CEFERINO ARICHEA, DAVID
BAQUIRIN,...**

G.R. No. 171469. August 11, 2008

Ponente: CORONA, J.

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CORONA, J.:

In this petition for review on certiorari under Rule 45 of the Rules of Court, petitioner V.C. Ponce Company, Inc. assails the October 27, 2005 decision[1] and February 3, 2006 resolution[2] of the Court of Appeals (CA) affirming the cancellation of Transfer Certificate of Title (TCT) No. 97084 and the issuance of individual titles in favor of respondents by the Regional Trial Court (RTC) of Pasay City, Branch 109.

This case traces its history to a complaint filed by Eusebia de Leon vda. de Rodriguez against petitioner in the then Court of First Instance of Pasay City on January 3, 1963 docketed as Civil Case No. 455-R. It sought the annulment of the sale of a parcel of land covered by TCT No. 97084 she had previously sold to petitioner. The subject property was already subdivided into smaller lots for which individual TCTs were issued in petitioner's name.

On October 22, 1971, respondents filed a complaint-in-intervention in Civil Case No. 455-R. Respondents executed contracts to sell with petitioner over individual lots comprising the area covered by TCT No. 97084 prior to the institution of the case. Their complaint-in-intervention was allowed.

On July 17, 1989, Corazon Rodriguez (as administratrix of the estate of de Leon) and petitioner entered into a compromise agreement. Petitioner paid Rodriguez P3,500,000 in exchange for the release of the *lis pendens* annotation on the individual titles of the properties involved in Civil Case No. 455-R, and the dismissal of the case without costs. The court approved the compromise agreement, thereby terminating the case between petitioner and Rodriguez.

Respondents, however, refused to compromise and the complaint-in-intervention was tried on the merits. In a decision[3] dated December 6, 1989, the Pasay City RTC ruled in favor of respondents. The dispositive portion of the decision read:

WHEREFORE, the Omnibus Motion to Dismiss is hereby denied and accordingly, judgment is hereby rendered in favor of the intervenors herein and against defendant V.C. Ponce & Co., Inc. The Court hereby orders and declares:

- The individual Contracts to Sell entered into between the intervenors and the defendant are hereby declared valid, subsisting and binding on both parties, particularly the defendant V.C. Ponce & Co., Inc. and the latter is hereby enjoined to abide by the terms and conditions thereof subject to the modifications as [hereinafter] provided and under the same price originally stated therein;

- The individual intervenors are hereby ordered to pay defendant V.C. Ponce & Co., Inc. the balance of the purchase price within a period of twelve (12) months from finality of this decision to be paid in twelve (12) equal monthly amortizations;
- The defendant V.C. Ponce & Co., Inc. is hereby given one (1) year from finality of this decision within which to complete the construction of the enumerated items in paragraph 5 of the Contracts to Sell;
- Defendant V.C. Ponce & Co., Inc. is ordered to deliver clean titles to the individual intervenors upon full payment of the purchase price;
- xxx

SO ORDERED.

The Pasay City RTC's December 6, 1989 decision was appealed by petitioner and it eventually reached the Supreme Court. In a resolution dated October 21, 1991, respondents' claims were affirmed when we ruled in their favor.[4] Entry of judgment was made on December 9, 1991.

It was at this point that respondents commenced the tedious process of trying to execute the Pasay City RTC's December 6, 1989 decision.

On October 2, 1992, the Pasay City RTC issued a writ of execution. Respondents consigned to the court their payments to petitioner under their respective contracts to sell, pursuant to the December 6, 1989 decision. But in view of petitioner's obstinate refusal to comply with the October 2, 1992 writ of execution, the RTC again directed petitioner to deliver clean titles to respondents after payment and consignment.[5] Petitioner was likewise ordered to strictly obey the terms and conditions of the December 6, 1989 decision with a stern warning that repeated non-compliance would be dealt with severely. The RTC also ordered its clerk of court to receive respondents' cash payments.

On August 5, 1993, the clerk of court was ordered to receive from respondents' counsel their cash payments to petitioner and deposit them in the Philippine National Bank. Petitioner was (again) ordered to comply with the December 6, 1989 decision within ten days from receipt of the order.

Petitioner (once more) sought a deferment of the enforcement of the March 8, 1993 and August 5, 1993 orders but the same was denied. In an order dated August 3, 1994, the Pasay City RTC cited petitioner in contempt for its refusal to abide by the March 8, 1993 order. The Registrar of Deeds of Parañaque was likewise directed to cancel petitioner's TCTs over the properties which were already paid in full and to issue new titles in favor of respondents.

Because of petitioner's continued inaction, an alias writ of execution dated August 7, 1995 was issued by the Pasay City RTC to enforce the December 6, 1989 decision.

Respondents then filed an ex-parte motion for entry of judgment, praying that the Registrar of Deeds of Parañaque be directed to divest petitioner of its titles and to issue new ones to them. The court ordered its clerk of court and ex-officio sheriff to execute deeds of conveyance in favor of respondents. The Registrar of Deeds of Parañaque, however, refused to register respondents' deeds of conveyance because petitioner adamantly refused to surrender its owner's duplicate TCTs. So, on January 11, 2002, the Pasay City RTC ordered the Registrar of Deeds of Parañaque to cancel petitioner's duplicate TCTs. Petitioner sought a reconsideration but the same was denied in an order dated September 13, 2002.

Respondents filed a manifestation and motion seeking a court order annulling the titles of petitioner over the properties involved in the case. In response, the Pasay City RTC issued the assailed order dated January 23, 2003

nullifying and canceling this time TCT No. 97084 (the mother title) and mandating the issuance of individual titles to respondents. Petitioner's motion for reconsideration was likewise denied.

Petitioner questioned the January 23, 2003 order (and that denying the motion for reconsideration) in the CA via a petition for certiorari. In denying relief to petitioner, the CA held that the cancellation of TCT No. 97084 (the mother title) was necessary to the execution of the trial court's decision, considering the refusal of the Registrar of Deeds to register the deeds of sale and issue clean individual titles to respondents.

Hence, this petition.

Petitioner claims that the January 23, 2003 order for the nullification and cancellation of TCT No. 97084 completely changed the tenor of the December 6, 1989 decision.

We deny the petition.

In general, the essential parts of a decision or order consist of the following: (1) a statement of the case; (2) a statement of the facts; (3) the issues or assignment of errors; (4) the court ruling; and (5) the dispositive portion.[6] In a civil case such as this, the dispositive portion should state whether the complaint or petition is granted or denied, the specific relief granted and the costs.[7]

The order of execution must substantially conform to the dispositive portion of the decision sought to be executed.[8] In the event of variance, the dispositive portion of the final and executory decision prevails.

The dispositive portion of the December 6, 1989 decision read in part:

WHEREFORE, the Omnibus Motion to Dismiss is hereby denied and accordingly, judgment is hereby rendered in favor of the intervenors herein and against defendant V.C. Ponce & Co.[,] Inc. The Court hereby orders and declares:

- xxx

- The individual intervenors are hereby ordered to pay defendant V.C. Ponce & Co.[,] Ince. the balance of the purchase price within a period of twelve (12) equal monthly amortizations;

- xxx

- Defendant V.C. Ponce & Co.[,] Inc. is ordered to deliver clean titles to the individual intervenors upon full payment of the purchase price; xxx

while the order dated January 23, 2003 stated in part:

[C]onsidering the affirmance of the decision of this Court dated December 6, 1989 by both the Court of Appeals and the Supreme Court, for full satisfaction of the decision, Transfer Certificate of Title (TCT) No. 97084, Register of Deeds, Rizal, the original of which is presently on file with the Register of Deeds of Parañaque City, is hereby NULLIFIED and CANCELLED and considered of no value and effect conformably with Section 107 of PD 1529 xxx

In view of the foregoing, the Register of Deeds of Parañaque City is hereby directed to issue individual titles to the Intervenor to complete the satisfaction of judgment/decision of this Court already partially executed.

The Intervenor is directed to coordinate with the Register of Deeds of Parañaque City to further hasten the issuance of their individual titles.

SO ORDERED.

The variance claimed by petitioner allegedly lies in the directive to the Register of Deeds of Parañaque City to

nullify and cancel TCT No. 97084. Petitioner insists that there was no such order in the dispositive portion of the December 6, 1989 decision.

Petitioner is wrong.

It is a cardinal rule that the dispositive portion of an order or judgment prevails over the discussion or the body of the said decision or order. In this case, the dispositive portion of the January 23, 2003 order merely reiterated the directive for the issuance of individual titles to respondents by the Registrar of Deeds.

Nevertheless, even if we analyze and compare the body of the January 23, 2003 order and that of the December 6, 1989 decision, no substantial variance exists between them. On its face, the January 23, 2003 order is in harmony with the dispositive portion of the December 6, 1989 decision. The Registrar of Deeds of Parañaque City is being directed to issue individual titles to respondents to complete the satisfaction of judgment/decision of th[e] [c]ourt partially executed. Reference to the "partially executed decision" simply stresses that the execution must conform to the December 6, 1989 decision.

Petitioner admits that TCT No. 97084 is the mother title of the individual titles of respondents.[9] However, it claims for the first time that TCT No. 97084 was the subject of another case and that it was already cancelled by virtue of another court order or judgment.[10] Furthermore, TCT No. 97084 allegedly subsists only with respect to areas which are not involved in this case.

Petitioner's claims are not only immaterial and undeserving of favorable consideration; they were also never established with evidence of such alleged court order or judgment. Thus, there is no way by which these allegations can be verified. Given petitioner's propensity to manipulate legal procedures to defeat the just claims against it, such lapse is fatal to its cause.

The Pasay City RTC was well within its powers when it issued the January 23, 2003 order. It is the ministerial duty of the court to order the execution of its final judgment. It has the inherent power to control, in furtherance of justice, the conduct of its ministerial offices, and of all other persons in any manner connected with a case before it, in every manner appertaining thereto.[11]

Section 10, Rule 39 of the Rules of Court[12] and Section 107 of PD 1529[13] provide the procedure to be followed in case of a refusal by the owner to surrender the duplicate copy of his TCT.

A considerable length of time has passed. It is time to end this litigation and write finis to this case. Enough is enough.

We remind petitioner's counsel, Atty. Candice Marie T. Bandon, that she is an officer of the court who must see to it that the orderly administration of justice must never be unduly impeded, not even by her client. Her oath to uphold the cause of justice is superior to her duty to her client; its primacy is indisputable.[14] In this light, we are sternly warning her (or any other counsel who might take over this case) of disciplinary action for any further delay in the execution of the decision of the Pasay City RTC.

That TCT No. 97084 has been subdivided into smaller lots and that derivative titles have been issued therefor are of no moment. The fact remains that, for more than 15 years, petitioner has been consistently refusing to surrender its owner's duplicate originals of the derivative TCTs, contrary to lawful orders and in evident bad faith. We are therefore ordering the cancellation and nullification of TCT No. 97084 and its derivative titles. Let new certificates of title be issued (a) in the name of the individual respondents for the lots covered by their respective fully-paid contracts to sell and (b) in the name of petitioner for those portions not covered by the claims of respondents.

WHEREFORE, the petition is hereby DENIED. The October 27, 2005 decision and February 3, 2006 resolution of the Court of Appeals in CA-G.R. SP No. 77783 are hereby AFFIRMED with MODIFICATION.

The Registrar of Deeds of Parañaque City is ordered to cancel TCT No. 97084 and the derivative titles of the lots covered by respondents' respective contracts to sell (with petitioner) and issue clean individual titles to them.

Treble costs against petitioner.

SO ORDERED.

Puno, C.J., (Chairperson), Carpio, Austria-Martinez, and Leonardo-De Castro, JJ., concur.

* As replacement of Justice Adolfo S. Azcuna who is on official leave per Special Order No. 510.

** Judge Lilia C. Lopez of the Regional Trial Court of Pasay City, Branch 109, was originally impleaded as a respondent but the Court excluded her pursuant to Section 4, Rule 45 of the Rules of Court.

[1] Penned by Associate Justice Josefina Guevarra-Salonga and concurred in by Associate Justices Delilah Vidallon-Magtolis (retired) and Fernanda Lampas-Peralta of the Third Division of the CA. Rollo, pp. 44-52.

[2] Rollo, pp. 54-55.

[3] Penned by Judge Lilia C. Lopez. Rollo, pp. 105-123.

[4] Rollo, pp. 181-186.

[5] In an order dated March 8, 1993. Rollo, pp. 204-205.

[6] Velarde v. Social Justice Society, G.R. No. 159357, 28 April 2004, 428 SCRA 283, 309.

[7] Id. at 313.

[8] Lao v. King, G.R. No. 160358, August 31, 2006, 500 SCRA 599, 605.

[9] Rollo, p. 422.

[10] Rollo, pp. 444-448. Petitioner quotes in part a supposed decision showing the current status of TCT No. 97084.

[11] Mejia v. Gabayan, G.R. No. 149765, 12 April 2005, 455 SCRA 499, 512-513.

[12] Section 10, Rule 39 of the Rules of Court provides:

"SEC. 10. Execution of judgments of specific act. -

(a) Conveyance, delivery of deeds, or other specific acts; vesting title. - If a judgment directs a party to execute a conveyance of land or personal property, or to deliver deeds or other documents, or to perform any other specific act in connection therewith, and the party fails to comply within the time specified, the court may direct the act to be done at the cost of the disobedient party by some other person appointed by the court and the act when so done shall have like effect as if done by the party. If real or personal property is situated within the Philippines, the court in lieu of directing a conveyance thereof may by an order divest the title of any party and vest it in others, which shall have the force and effect of a conveyance executed in due form of law." (emphasis supplied)

[13] Section 107 of PD 1529, otherwise known as the Property Registration Decree, provides:

"SEC. 107. Surrender of withheld duplicate certificates. - Where it is necessary to issue a new certificate of title pursuant to any involuntary instrument which divests the title of the registered owner against his consent or where a voluntary instrument cannot be registered by reason of the refusal or failure of the holder to surrender the owner's duplicate certificate of title, the party in interest may file a petition in court to compel surrender of the same to the Register of Deeds. The court, after hearing, may order the registered owner or any person withholding the duplicate certificate to surrender the same, and direct the entry of a new certificate or memorandum upon such surrender. If the person withholding the duplicate certificate is not amenable to the process of the court, or if for any reason the outstanding owner's duplicate certificate cannot be delivered, the court may order the annulment of the same as well as the issuance of a new certificate of title in lieu thereof. Such new certificate and all duplicates thereof shall contain a memorandum of the annulment of the outstanding duplicate." (emphasis supplied)

[14] Aguilar v. Manila Banking Corporation, G.R. No. 157911, September 19, 2006, 502 SCRA 354, 381.

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