

SPOUSES GERARDO AND CORAZON TRINIDAD, PETITIONERS, VS. FAMA REALTY, INC. AND FELIX ASSAD, RESPONDENTS.

G.R. No. 203336. June 06, 2016

Ponente: DEL CASTILLO, J.

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DEL CASTILLO, J.:

This case refers to a Petition for Contempt[1] filed directly with this Court.

Factual Antecedents

In 1991, petitioners Gerardo and Corazon Trinidad offered to buy from respondent Fama Realty, Inc. (FAMA) 14 lots of the latter's St. Charbel Executive Village located at Mindanao Avenue, Tandang Sora, Quezon City, at a total price of P17,620,800.00, or P5,000.00 to P5,100.00 per square meter. The parties, thus, executed Reservation Agreements[2] (RAs), pursuant to which petitioners made partial payments.

HLURB CaseNos. REM-022194-5807andREM-A-950328-0039

Later on, a controversy arose regarding petitioners' payments, prompting them to file with the Housing and Land Use Regulatory Board (HLURB) an action for specific performance against FAMA and herein respondent Felix Assad, then FAMA President and General Manager, which was docketed as HLURB Case No. REM-022194-5807. On January 26, 1995, HLURB Arbiter Arturo M. Dublado rendered a Decision[3] in said case, decreeing thus:

WHEREFORE, PREMISES CONSIDERED, judgment is hereby rendered directing respondent to execute the appropriate deed of sale over at least 3 lots from Lots 3 to 14, Block 1 or Lots 1 and 2, Block 12, Phase 2, with an area of at least 240 square meters each. The reservation application for the rest of the lots are hereby cancelled.

All other claims are hereby dismissed.

IT IS SO ORDERED[4]

Respondents interposed an appeal before the HLURB Board of Commissioners, which was docketed as HLURB Case No. REM-A-950328-0039. On December 15, 1995, the HLURB Board of Commissioners (Special Division) issued its Decision,[5] decreeing as follows:

WHEREFORE, THE FOREGOING PREMISES CONSIDERED, the decision appealed from is hereby MODIFIED to read as follows:

- Directing respondents to execute the appropriate deed of absolute sale over at least three (3) lots from Lots 3 to 14, Block 1 or Lots 1 and 2, Block 12, Phase 2 with an area of at least 240 square meter[s] each. The reservation application[s] for the rest of the lots are hereby cancelled.

- Ordering the complainants to pay respondents the amount of:

- P500,000.00 as actual damages;
- P30,000.00 as exemplary damages; and
- P50,000.00 as and by way of attorney's fees.

SO ORDERED.[6]

Petitioners moved to reconsider, whereupon the HLURB Board of Commissioners issued an April 2, 1997 Decision[7] modifying the above December 15, 1995 Decision, as follows:

WHEREFORE, premises considered, the decision in x x x and the decision in REM-A-950328-0039 (Trinidad case) are hereby MODIFIED to read as follows:

- Declaring the rescission of the contracts as null and void;
- Ordering respondent FAMA to execute the pertinent contract to sell as follows:
 - x x x x
 - Lot 5-14, Block 1, Phase 2 to Sps. Trinidad.
- Ordering complainant Trinidad to update the remaining downpayments if any, and pay the amortization in accordance with the original terms of the contract x x x.
- Ordering respondent to accept the payments of complainants; in the event FAMA refuses to accept payments, then TRINIDAD x x x is directed to deposit the same to this Board.
- xxxx
- FAMA is hereby ordered to pay to this Board the amount of P20,000.00 as and by way of administrative fine.

SO ORDERED.[8]

Respondents then filed an appeal with the Office of the President, which in turn rendered an August 31, 1998 Decision dismissing the same and affirming the above HLURB Board of Commissioners' April 2, 1997 Decision. A subsequent motion for reconsideration was similarly rebuffed.[9]

CA-G.R. SP No. 82993

Respondents thus went up to the Court of Appeals (CA) via a Petition for Review, docketed as CA-G.R. SP No. 82993. On February 21, 2007, however, the CA issued its Decision[10] denying the petition for lack of merit, declaring as follows:

Petitioners[11] argue that their rescission and cancellation of the RAs are valid and legal as respondents[12] failed to fully pay the 30% downpayment, despite the grace period of fifteen (15) months given them; that they did not waive their right to rescind the RAs when they granted a grace period to respondents and accepted their late payments; and that the Siska case is not applicable because respondents did not pay the 30% downpayment in full and they did not accept the manager's check for P1,446,240.00 as they had already rescinded the RAs and said amount was insufficient to cover respondents' arrearages which, as of July, 1992, amounted to P2,892,855.31, so that respondents are not entitled to the execution of the contract to sell.

The petition is without merit.

Petitioners claim that the downpayment made by respondents amounted only to P3,840,000.00, while the latter insist that they paid the amount of P5,286,240.00, which is the required 30% downpayment. It is interesting to note that the difference of P1,446,240.00 is covered by the Bank of Commerce manager's check dated October

9, 1992 which respondents tendered to petitioners' counsel, who acknowledged receipt thereof on October 22, 1992. In a letter dated November 3, 1992, petitioners' counsel informed respondents that said check for P1,446,240.00 was not accepted by FAMA as their RAs were already cancelled and their payments were forfeited. On page 6 of respondents' motion for reconsideration of the Decision dated December 15, 1995 of the HLURB, they pointed out that the amount of P1,446,240.00 was not returned to them by petitioners, which the latter did not refute. It appears, therefore, that respondents had fully paid the required downpayment of P5,286,740.00 before the revocation or cancellation of their RAs.

The RAs granted FAMA the right to cancel the same and forfeit the payments made by respondents in the event of failure on the part of the latter to pay any installment in the downpayment as stipulated therein. As found by the HLURB and Office of the President, petitioners accepted the late payments made by respondents on the prescribed 30% downpayment. As held in *Siska Development Corporation vs. Office of the President of the Philippines*, when the seller accepted and received delayed payments beyond the grace period, it waived its right to rescind and is now estopped from exercising it. Said ruling was reiterated in *Development Bank of the Philippines vs. Court of Appeals*, which held that the seller's unqualified acceptance of late payments resulted in the loss of its right to rescind the sale on the basis of such delayed payments.

Neither did the Office of the President err in imposing an administrative fine on petitioners for unsound real estate practices for selling to Enrica Dizon some of the lots they had already sold to respondents.

WHEREFORE, the petition for review is DENIED for lack of merit and the Decision dated August 31, 1998, Resolution dated March 12, 2003 and Order dated August 21, 2003 of the Office of the President are AFFIRMED.

SO ORDERED.[13]

Respondents moved to reconsider, but were rebuffed.[14]

G.R. No. 179811

Respondents then came to this Court on Petition for Review, docketed as G.R. No. 179811. On April 23, 2008, the Court issued a Resolution[15] denying the petition for failure to sufficiently show any reversible error in the assailed February 21, 2007 CA Decision as to warrant the exercise of its discretionary appellate jurisdiction, and for raising substantially factual issues. Said Resolution became final and executory on October 16, 2008,[16] and, in effect, the HLURB Board of Commissioners' April 2, 1997 Decision became executory as well.

Execution Proceedings in HLURB Case Nos. REM-022194-5807 and REM-A-950328-0039

On February 27, 2009, petitioners filed before the HLURB a motion for execution of the April 2, 1997 Decision. Respondents opposed the motion, after which a hearing was held.

On December 11, 2009, respondents filed a Manifestation (Re: Execution), submitting a copy of a Contract to Sell for petitioners' signature and a Demand Letter¹⁸ for the petitioners to pay the balance of the downpayment and amortizations as stated therein. The demand letter states, as follows:

Dear Sps. Trinidad;

We write in behalf of our clients, FAMA Realty, Inc. and Felix Assad, in connection with the two (2) Reservation Agreements (R.A. 008 and R.A. 009) executed by you and approved by our clients in [sic] April 02, 1991.

Under the said Reservation Agreements, you were supposed to pay the amount of P930,240.00 under R.A. 008, and P4,356,000.00 under R.A. 009, or a total of P5,286,240.00 for the two (2) agreements, which were all due on August 02, 1991. Said aggregate amount of P5,286,240.00 represents thirty percent (30%) down payment of

the purchase price of the lots, subject of said Reservation Agreements, Under the said Agreements, it is only upon your foil payment of the 30% down payment that the contracts to sell for the subject lots may be executed by FAMA Realty, Inc.

In the consolidated Decision of the HLURB Board of Commissioners in the cases entitled Sps. Gerardo & Corazon Trinidad, x x x versus FAMA Realty, Inc. & Felix Assad, x x x (HL[U]RB Case No. REM-A-950328-0039) x x x, which was affirmed by the Office of the President, the Court of Appeals and the Supreme Court, it was established that you have only paid the amount of P3,840,000.00, out of the amount of P5,286,240.00, representing the aggregate down payments under the two (2) Reservation Agreements, leaving an aggregate balance of P1,446,240.00, which remains unpaid of [sic] to this time.

Considering the foregoing and in connection with the execution proceedings now pending in the case between you and our client with the HLURB, DEMAND is hereby made upon you to pay the said amount of P1,446,240.00 to FAMA Realty, Inc. or through our law firm, within seven (7) days from receipt hereof, otherwise, much to our regret, we will be constrained to institute the proper action to protect the interest of our client, including the availment of remedies/reliefs/options provided our client under the Reservation Agreements and under existing laws.

We will appreciate your prompt and favorable action by communicating with us through our office address and telephone numbers.

Very truly yours,

(signed)

JEFFREY JOHN L. ZARATE

For the Firm[19]

A Writ of Execution[20] was issued and served upon respondents, who in turn sent a May 11, 2010 Letter[21] to petitioners demanding the issuance of 60 postdated checks totaling P12,334,560.00.

Thinking that the above amount demanded was more than what they believed was still owing to FAMA, petitioners filed with this Court in G.R. No. 179811 a Motion[22] to clarify the computation of the purchase price payable to FAMA. Petitioners explained that since only 10 lots totaling 2,424 square meters with a price of P5,000.00 per square meter were awarded to them under the FILURB EJoard of Commissioners' April 2, 1997 Decision - and not 14 lots as originally agreed under the RAs - then, essentially, they owe FAMA only the balance of P6,833,260.00, computed as follows:

PURCHASE PRICE:

2,424 square meters (10 lots) X P5,000.00/sq.m. =

P12,120,000.00

LESS PAYMENTS MADE TO FAMA AS FINALLY DECLARED BY CA:

P 5,286,240.00

BALANCE:

P6,833,760.00

On June 6, 2011, this Court issued a Resolution[23] declaring as follows:

It must be noted that the final and executory April 2, 1997 HLURB Decision directed that respondents need "to update the remaining down payments if any, and pay the amortization in accordance with the original terms of

the contract." It is clear, therefore, that respondents need only to pay for the 10 lots awarded to them pursuant to the final and executory April 2, 1997 HLURB Decision under the original terms of the reservation applications, i.e., the agreed purchase price per square meter, for the total land area of the 10 lots.

But petitioners are apparently demanding the payment of Php 17,620,800 covering the 14 lots under the reservation applications less the total downpayment already paid by respondents. This is apparent from petitioners' letter dated May 11, 2010 and the draft Contract to Sell, in which petitioners were demanding for the Php 1,446,240 additional downpayment and the balance of Php12,334,560 or a total of Php1 3,780,800.

Obviously it is inequitable if respondents are required to pay the full amount of the original reservation applications covering 14 lots but will be given only the 10 lots awarded to them, considering that the four (4) other lots covered by the reservation application have been awarded to Enrica Dizon. Thus, from the records, it is clear that respondents should only be required to pay for the total purchase price - under the terms as agreed upon in the two reservation agreements - for the ten (10) lots. There is no dispute that respondents already paid the total amount of Php3,840,000 as downpayment, not counting the Php 1,446,240 payment under the BanCom Manager's Check dated October 9, 1992 which was not encashed by petitioners.

In sum, respondents ought to pay the amount corresponding to the purchase of the 10 lots awarded to them under the terms of the reservation applications less the Php3,840,000 downpayment they have already paid petitioners, hi their February 11, 2011 Manifestation, respondents expressed willingness to pay the amount of Php1,446,240 subject to the return by petitioners of the BanCom Manager's Check dated October 9, 1992, and the alleged balance of Php6,833,760 for the 10 lots, specifically Lots 5 to 14, Block 1, Phase 2 of St. Charbel Village.

The HLURB Arbiter should then compute the total amount respondents ought to pay for the 10 lots less the downpayment of Php3,840,000. Respondents, who have expressed desire to pay the total amount due, should pay, as computed by the HLURB Arbiter, the balance to petitioners.

WHEREFORE, the HLURB Arbiter is DIRECTED in HL[U]RB Case No. REM-022194-5807 to COMPUTE the total amount respondents are supposed to pay for the ten (10) lots (Lots 5 to 14, Block 1, Phase 2 of St. Charbel Village) awarded to them pursuant to the original terms under the Reservation Applications pertaining to the purchase price per square meter less the Php3,840,000 downpayment already paid by respondents. Respondents are DIRECTED to PAY petitioners the balance, as computed by the HLURB Arbiter, while petitioners are DIRECTED to EXECUTE a Deed of Absolute Sale for the said 10 lots, upon payment of the said balance.

The respondents' manifestation stating that they are ready and willing to pay the balance on the properties subject of this case (Lots 5 to 14) stating the amount and terms thereon is NOTED.

SO ORDERED.[24]

When the case was referred back to the HLURB, respondents filed a Compliance[25] and Motion to Adopt Computation,[26] presenting a different computation of the purchase price for the lots being purchased by petitioners, thus:

Total Amount Payable

For 10 lots (5 lots commercial, 5 lots residential)

Php 84,840,000.00

Less: Downpayment

Php 3,840,000.00

Balance

Php 81,000,000.00

Add: Stale Check

Php 1,446,240.00

Total Principal amount payable

Php 82,446,240.00

Plus 3% interest Monthly from Sept. 1991 to Sept. 2012 = 20 yrs.

Php 11,191,874.40

Total amount due and demandable:

principal and interest

= Php 93,638,114.40[27]

Respondents prayed that the above computation be adopted, claiming that petitioners have been in default for the "last 20 years or so, without any justifiable reason; and had at no time made any consignment of the unpaid balance as a sign of good faith, capacity and willingness to pay the unpaid balance of the purchase price. All the while, respondents have been paying the taxes and incurring expenses to secure and maintain the property. Meanwhile x x x the assessed value and the fair market value of the property have increased several fold, a supervening event which is beyond what was originally contemplated by the parties, and which renders it unfair to stick to the original price under the agreement." [28]

Petitioners filed an Opposition, [29] claiming that respondents' new computation lacks basis and was arrived at in bad faith, and that respondents' actions are contemptuous and contrary to the final and executory April 2, 1997 HLURB Decision. They thus prayed that respondents' new computation be disregarded and expunged.

On May 24, 2012, the HLURB through Arbiter Michelle Jan B. Babiano (Arbiter Babiano) issued an Order [30] in HLURB Case No. REM-022194-5807, decreeing as follows:

Accordingly, per the Honorable Supreme Court's Resolution of 06 June 2011, complainants shall pay respondents the balance of the purchase price in the amount of EIGHT MILLION TWO HUNDRED EIGHTY THOUSAND (P8,280,000.00) PESOS at six percent (6%) interest per annum reckoned from 29 July 1992 and twelve percent (12%) interest per annum reckoned from 01 September 2008, the date of finality of judgment until fully paid, while respondents shall immediately execute the corresponding Deeds of Absolute Sale for the ten (10) lots subject of the case (Lots 5 to 14) upon full payment of the balance thereof.

SO ORDERED. [31]

Respondents filed with the HLURB Board an Appeal Memorandum,[32] incorporating therein their arguments contained in their Compliance and Motion to Adopt Computation, adding that to allow petitioners to pay the balance of the purchase price at 1992 prices, and not at the current price-per-square-meter, constitutes unjust enrichment; and that in *Active Realty & Development Corporation v. Daroya*[33] a subdivision lot buyer was allowed by this Court to recover her payments at current prices as penalty for the developer's failure to abide by its obligation to deliver the subject lot and give the buyer what is rightly "hers. Respondents prayed that the May 24, 2012 Order be set aside and a new one be issued directing petitioners to pay respondents the amount of P80,880,000.00 constituting the balance of the purchase price for the subject 10 lots.

In a Motion to Expunge[34] and Counter-Memorandum Ad Cautelam[35] petitioners sought dismissal of the appeal, arguing that the Appeal Memorandum is a prohibited pleading under Section 63, Rule 18 of the 2011 HLURB Revised Rules of Procedure[36] (HLURB Rules of Procedure); that respondents' actions are dilatory; that the appeal is an indirect attack on the final and executory April 23, 2008 and June 6, 2011 Resolutions in G.R. No. 179811 and the HLURB's executory April 2, 1997 Decision; that the HLURB Board has no jurisdiction over the appeal, as its appellate jurisdiction is limited to judgments, not orders, of its Arbiters;[37] that the computation contained in the appealed May 24, 2012 Order is correct and in accord with the terms of the parties' agreement, as well as the final and executory dispositions of the HLURB and Supreme Court; and that respondents failed to show that the appeal bond and fees have been paid.

Instant Petition for Contempt

On October 2, 2012, petitioners filed the present Petition, praying that respondents be cited for indirect contempt for delaying the execution of the HLURB Board's April 2, 1997 Decision; for disregarding the computations contained in the final and executory HLURB Board and Supreme Court dispositions; for filing an appeal which is tantamount to a collateral attack of said dispositions; for violating the HLURB Rules of Procedure; and for initiating another round of proceedings that touches on the merits of the case, which have already been determined with finality. Petitioners further pray that the Court order the dismissal of respondents' HLURB appeal, which to them is unauthorized and prohibited under the HLURB Rules of Procedure.

Petitioners contend that respondents' actions are contemptuous, in that they reveal a stubborn refusal to comply with their obligations adjudged in the final and executory dispositions and the May 24, 2012 Order of Arbitrator Babiano; a penchant for delaying the proceedings and impeding the administration of justice; and an attempt to illegally collect more than the agreed purchase price by submitting a new computation based on the current price per square meter of the subject lots.

Respondents' Comment

On the other hand, respondents argue in their Comment[38] that the instant Petition should be dismissed for being premature; that since petitioners have failed to pay the purchase price in full as directed by Arbitrator Babiano in her May 24, 2012 Order, they may not be faulted for refusing to execute the required deeds of absolute sale; that their appeal seeks a just and equitable re-computation of the balance to be paid by petitioners, considering that supervening events have occurred which render execution of the original decision unjust and inequitable owing to the dramatic rise in the assessed and fair market value of the subject lots; that petitioners are themselves guilty of delaying the proceedings - that is, when they filed in G.R. No. 179811 a Motion to clarify the computation of the purchase price, instead of promptly paying the balance; that to date, petitioners have not paid the balance of the price, just as the RAs stipulate that the same should be paid within five years; that for failure to pay the balance as agreed, petitioners are now in default and have been so for the last 20 years or so; that since petitioners have not paid the balance, respondents are not precluded from filing an appeal before the HLURB Board; and that in filing

the instant Petition, petitioners are guilty of forum shopping, since they likewise filed their opposition to the appeal before the HLURB.

Petitioners' Reply

In their Reply,[39] petitioners contend that their failure to pay the balance of the price is justified by the fact that respondents have been employing dilatory tactics aimed at delaying execution and impeding the administration of justice; that matters have been complicated further by respondents' latest maneuver of illegally rescinding the RAs on November 23, 2012, or just after they filed the unauthorized appeal before the HLURB Board; that on December 12, 2012, petitioners filed a Motion with Consignation[40] of the balance, with corresponding interest, before the HLURB; that they filed the motion for clarification in G.R. No. 179811 because respondents were charging them more than what was due under the terms of the RAs; that respondents' HLURB appeal is contemptuous, and the arguments therein without basis; and that they are not guilty of forum shopping for filing the instant Petition, which refers to a charge of contempt - on the other hand, their opposition to respondents' HLURB appeal does not include contempt charges.

Our Ruling

The Court dismisses the Petition, Under the circumstances, petitioners should have sought to cite respondents in contempt before the HLURB itself, and not this Court.

Where contempt is committed against quasi-judicial entities, the filing of contempt charges in court is observed only when there is no law granting contempt powers to these quasi-judicial entities. Under Section 12, Rule 71 of the Rules of Court on Contempt, it is thus provided:

Sec. 12. Contempt against quasi-judicial entities. - Unless otherwise provided by law, this Rule shall apply to contempt committed against persons, entities, bodies or agencies exercising quasi-judicial functions, or shall have suppletory effect to such rules as they may have adopted pursuant to authority granted to them by law to punish for contempt. The Regional Trial Court of the place wherein the contempt has been committed shall have jurisdiction over such charges as may be filed therefor.

In *Robosa v. National Labor Relations Commission*,[41] the Court made the following pronouncement:

On the first issue, we stress that under Article 218 of the Labor Code, the NLRC (and the labor arbiters) may hold any offending party in contempt, directly or indirectly, and impose appropriate penalties in accordance with law. The penalty for direct contempt consists of either imprisonment or fine, the degree or amount depends on whether the contempt is against the Commission or the labor arbiter. The Labor Code, however, requires the labor arbiter or the Commission to deal with indirect contempt in the manner prescribed under Rule 71 of the Rules of Court.

Rule 71 of the Rules of Court does not require the labor arbiter or the NLRC to initiate indirect contempt proceedings before the trial court. This mode is to be observed only when there is no law granting them contempt powers. As is clear under Article 218(d) of the Labor Code, the labor arbiter or the Commission is empowered or has jurisdiction to hold the offending party or parties in direct or indirect contempt. The petitioners, therefore, have not improperly brought the indirect contempt charges against the respondents before the NLRC.[42] (Emphasis supplied)

Such pronouncement applies to the HLURB as well; to restate, where contempt is committed against quasi-judicial entities, the filing of contempt charges in court is allowed only when these quasi-judicial entities are not by law granted contempt powers. Executive Order No. 648, the HLURB Charter, grants the HLURB Board the power to cite and declare any person, entity or enterprise in direct or indirect contempt "[w]henever any person, entity or enterprise commits any disorderly or disrespectful conduct before the Commission or in the

presence of its members or authorized representatives actually engaged in the exercise of their official functions or during the conduct of any hearing or official inquiry by the said Commission, at the place or near the premises where such hearing or proceeding is being conducted with obstruct, distract, interfere or in any other way disturb, the performance of such functions or the conduct of such hearing or proceeding;" or "[w]henver any person, enterprise or entity fails or refuses to comply with or obey without justifiable reason, any lawful order, decision, writ or process of the Commission." [43] Accordingly, Rule 22 of the 2011 HLURB Revised Rules of Procedure, on Contempt, provides:

Section 81. Indirect Contempt. - Any person, enterprise, or entity who fails or refuses to comply with or obey without justifiable reason any lawful order, decision, writ, or process of the Board of Commissioners or its Arbiters or Mediators, or any of its authorized officials, said person, enterprise, or entity shall, upon motion, be declared in indirect contempt and may, in addition to the fine of P2,000.00, be imposed a fine of P500.00 for each day that the violation or failure or refusal to comply continues, and order the confinement of the offender until the order or decision shall have been complied with. In case the offender is a partnership, corporation, or association or enterprise, the above fine shall be imposed on the assets of such entity and the president, managing partner, or chief executive officer thereof shall be ordered confined.

Thus, for respondents' perceived misbehavior, disobedience, and disregard of the May 24, 2012 Order of Arbiter Babiano and the HLURB Board's April 2, 1997 Decision, petitioners should have invoked the contempt powers of the HLURB instead. This Court does not have jurisdiction to resolve the instant Petition.

WHEREFORE, the Petition is DISMISSED.

SO ORDERED.

Carpio, (Acting C.J.[*]& Chairperson), Mendoza, and Leonen, JJ., concur.
Brion, J., on official leave.

[*]Per Special Order No. 2353 dated June 2, 2016.

[1] Rollo, pp. 3-27.

[2] Id. at 29-30, 50-51, 65-66.

[3] Id. at 29-51.

[4] Id. at 50-51.

[5] Id. at 53-62; signed by Commissioner and Chief Executive Officer Ernesto C. Mendiola, Commissioners Luis T. Tungpalan and Teresita A. Desierto.

[6] Id. at 61-62.

[7] Id. at 99-107; signed by Commissioner and Chief Executive Officer Romulo Q. Fabul, and Commissioners Teresita A. Desierto, Francisco L. Dagnalan, and Roque Arrieta Magno.

[8] Id. at 106-107.

[9] Id. at 71, 82.

[10] Id. at 64-77; penned by Associate Justice Marina L. Buzon and concurred in by Associate Justices Edgardo F. Sundiam and Monina Arevalo-Zenarosa.

[11] Herein respondents.

[12] Herein petitioners.

[13] Rollo, pp. 74-77.

[14] Id. at 6, 83.

[15] Id. at 79.

[16] Id. at 92.

[17] Id. at 115-121.

[18] Id. at 113-114.

[19] Id.

[20] Id. at 81-84.

[21] Id. at 86.

[22] Id. at 92-98.

[23] Id. at 168-174.

[24] Id. at 172-174.

[25] Id. at 176-177.

[26] Id. at 179-182.

[27] Id. at 176-177. In respondents' Motion to Adopt Computation, however, the principal amount claimed is P84,720,000.00, as opposed to P84,840,000.00 claimed in their Compliance.

[28] Id. at 179-180.

[29] Id. at 188-192.

[30] Id. at 194-198.

[31] Id. at 197-198.

[32] Id. at 200-212.

[33] 431 Phil. 753(2002).

[34] Rollo, pp. 214-219.

[35] Id. at 221-232.

[36] Section 63. Prohibited Pleadings in Execution Proceedings. - Pleadings or motions in the guise of an appeal on collateral issues or questions deemed already passed upon or considered in the resolution of the case or incident shall not be entertained in the resolution of the motion for execution.

[37] Citing Section 47, Rule 13 of the 2011 HLURB Revised Rules of Procedure, which states:

Section 47. Jurisdiction of the Board of Commissioners. - In the exercise of its adjudicator/ authority, the Board shall have jurisdiction over the following cases:

x x x x

(c) Appellate jurisdiction over the judgments of the Arbiters

x x x x

[38] Rollo, pp. 240-253.

[39] Id. at 259-269.

[40] Id. at 271-290.

[41] 681 Phil. 446 (2012).

[42] Id. at 454-455.

[43] Section 5(q), on Powers and Duties of the Commission, Article IV, on Establishment, Constitution, Powers, Duties of the Human Settlements Regulatory Commission (now HLURB).

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