

ATTY. ROMEO G. ROXAS, PETITIONER, VS. REPUBLIC REAL ESTATE CORPORATION, RESPONDENT.

G.R. No. 208205. June 01, 2016

Ponente: LEONEN, J.

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LEONEN, J.:

Upon execution, this Court's decision cannot be amended by the trial court or the sheriff. Absent an order of remand, we cannot allow attempts to substantially or materially alter the terms of our final and executory judgment.

This resolves the consolidated Petitions for Review under Rule 45 of the Rules of Court. The Petitions are an offshoot of the Court of Appeals Decision in CA-G.R. SP No. 102750.

On April 24, 1959, Republic Real Estate Corporation (RREC) entered into an agreement with Pasay City for the reclamation of the foreshore lands along Manila Bay.[1] The agreement was made on the strength of Pasay City Council Ordinance No. 121, as amended by Ordinance No. 158, which authorized RREC to reclaim 300 hectares of foreshore lands in the city.[2]

On December 19, 1961, the Republic of the Philippines (Republic) sued for recovery of possession and damages with writ of preliminary injunction.[3] The Republic questioned the agreement on three (3) grounds. First, the subject of the contract is outside the commerce of man[4] as the reclaimed area is a national park that the Republic owns.[5] Second, Pasay City Ordinance No. 121, as amended, in including the reclaimed area, went beyond[6] Republic Act No. 1899,[7] which allows municipalities and chartered cities to reclaim only "foreshore lands," not "submerged lands." [8] Lastly, the agreement was executed without approval from national government and without public bidding.[9]

This case entitled Republic v. Court of Appeals[10] eventually reached this Court via two (2) consolidated Petitions for Review,[11] docketed as G.R. Nos. 103882 and 105276.[12]

This Court upheld the Republic's arguments.[13] Both the agreement and Ordinance No. 121, as amended, were declared null and void for being ultra vires and contrary to Republic Act No. 1899.[14]

This Court ruled that "RREC had no authority to resume its reclamation work"[15] and that it failed to reclaim any area within the reclamation project.[16] Nevertheless, it recognized that RREC undertook partial work by using the dredge fill of 1,558,395 cubic meters[17] and mobilizing its equipment,[18] for which it incurred expenses.

Thus, despite the nullity of the agreement and RREC's failure to reclaim any land, this Court awarded RREC compensation for the work it had actually done[19] based on quantum meruit.[20] It pegged the reasonable value of RREC's services at P10,926,071.29, plus interest at the rate of 6% per annum from 1962 until fully paid.[21] The amount was awarded to prevent the Republic's unjust enrichment at RREC and Pasay City's expense.[22] Thus:

Although Pasay City and RREC did not succeed in their undertaking to reclaim any area within subject reclamation project, it appearing that something compensable was accomplished by them, following the applicable provision of law and hearkening to the dictates of equity, that no one, not even the government, shall unjustly enrich oneself/itself at the expense of another, we believe; and so hold, that Pasay City and RREC should be paid for the said actual work done and dredge-fill poured in, worth P10,926,071.29, as verified by the former Ministry of Public Highways, and as claimed by RREC itself in its aforequoted letter dated June 25, 1981.[23] (Emphasis supplied, citations omitted)

This Court also rejected RREC and Pasay City's claims of ownership over the lands in the reclamation area[24] and reiterated that the Cultural Center of the Philippines and the Government Service Insurance System were the rightful title holders of these lands.

In his Separate Opinion, then Associate Justice Artemio Panganiban stated that the case must be remanded for the determination of the peso value of RREC's work.[25] However, the majority did not adopt this view. The dispositive portion of this Court's Decision dated November 25, 1998 reads:

In G.R. No. 103882, the Petition is GRANTED; the Decision, dated January 28, 1992, and Amended Decision, dated April 28, 1992, of the Court of Appeals, are both SET ASIDE; and Pasay City Ordinance No. 121, dated May 6, 1958, and Ordinance No. 158, dated April 21, 1959, as well as the Reclamation Agreements entered into by Pasay City and Republic Real Estate Corporation (RREC) as authorized by said city ordinances, are declared NULL and VOID for being ultra vires, and contrary to Rep. Act 1899.

The writ of preliminary injunction issued on April 26, 1962 by the trial court a quo in Civil Case No. 2229-P is made permanent, and the notice of lis pendens issued by the Court of Appeals in CA G.R. CV No. 51349 ordered CANCELLED. The Register of Deeds of Pasay City is directed to take note of and annotate on the certificates of title involved, the cancellation of subject notice of lis pendens.

The petitioner, Republic of the Philippines, is hereby ordered to pay Pasay City and Republic Real Estate Corporation the sum of TEN MILLION NINE HUNDRED TWENTY-SIX THOUSAND SEVENTY-ONE AND TWENTY-NINE CENTAVOS (P10,926,071.29) PESOS, plus interest thereon of six (6%) percent per annum from May 1, 1962 until full payment, which amount shall be divided by Pasay City and RREC, share and share alike.

In G.R. No. 105276, the Petition is hereby DENIED for lack of merit.[26] (Emphasis in the original)

Republic v. Court of Appeals became final and executory on July 27, 1999.[27]

RJREC and Pasay City filed before this Court a Petition seeking to declare a mistrial.[28] In the Resolution[29] dated February 15, 2000, this Court denied the Petition, absent any procedural error or violation of RREC and Pasay City's right to due process.[30] This Court added that:

This Resolution is final, and it is understood that no further pleadings shall be allowed. Under pain of contempt, petitioners and the other parties are hereby enjoined from filing any other petition or pleading in these cases[.][31] (Emphasis supplied)

RREC and Pasay City filed before this Court two (2) more pleadings: (1) a Motion for Clarification of this Court's November 25, 1998 Decision dated March 10, 2000;[32] and (2) Motion for Execution dated June 6, 2000.[33] In light of its February 15, 2000 Resolution,[34] this Court expunged from the records the Motion for Clarification on June 20, 2000,[35] and the Motion for Execution on July 11, 2000.[36]

RREC and Pasay City filed a third pleading, moving for reconsideration of the July 11, 2000 Resolution.[37] On October 17, 2000,[38] this Court denied the Motion with finality and stated that this Court was not the proper forum for executing a final and executory judgment.[39]

RREC and Pasay City were ordered, under pain of contempt,[40] to abide by the provision on execution of judgments under Rule 39, Section 1[41] of the Rules of Court. Once again, they were warned not to file further pleadings.[42]

On October 24, 2000, an Entry of Judgment was issued declaring Republic v. Court of Appeals final and executory as of July 27, 1999.[43]

Pasay City filed before the Regional Trial Court a Motion for Execution dated October 30, 2000[44] and an Amended Motion dated November 6, 2000.[45] On April 17, 2001, RREC joined Pasay City in filing a Motion for Execution (After Adjustment of Quantum Meruit Compensation).[46] In their alternative mode of execution,[47] RREC and Pasay City prayed for the issuance of a writ of execution for any[48] of the following:

- (1) Delivery and transfer of titles of over 109 hectares of land at the Manila Bay reclamation site;
- (2) Payment of P54.5 million, reflecting the present value of 109 hectares of land at the Manila Bay reclamation site;
- (3) Delivery and transfer of titles of over 35 hectares of land where no building has been erected at the Manila Bay reclamation site;
- (4) Payment of P5 billion, equivalent to the offer of compromise; or
- (5) Payment of P596,053,484.00, as the present equivalent of the peso-to-dollar conversion rate.[49]

The Republic opposed the Motion for Execution (After Adjustment of Quantum Meruit), arguing that RREC and Pasay City's Motion for Execution contravenes this Court's Decision in Republic v. Court of Appeals.[50]

On November 22, 2002, the Regional Trial Court denied[51] RREC and Pasay City's Motion for Execution for lack of merit.[52] It found that the Motion merely repeated "similar arguments already disposed of by the Supreme Court." [53] The trial court ruled that the writ of execution must conform to the judgment to be executed, thus:

[O]nce the Court (SC) . . . has rendered its final judgment, all issues between or among the parties before it one deemed resolved and its judicial functions as regards any litigated matter related to the controversy litigated comes to an end.[54] (Emphasis supplied)

RREC and Pasay City moved for reconsideration.[55] On December 20, 2001, the Regional Trial Court held a clarificatory hearing[56] on the Motion for Execution.[57] It summoned Ludivinia Gador, Bank Officer VI of the Bangko Sentral ng Pilipinas,[58] who testified that the peso value of P10,926,071.29 in 1962 was then equivalent to P563,566,742.18.[59]

The trial court did not adopt this value.[60] On March 21, 2003, it denied RREC and Pasay City's Motions for Reconsideration.[61]

Aggrieved, RREC and Pasay City filed before this Court a Petition for Review on Certiorari, which this Court denied in the Resolution dated June 25, 2003.[62] They moved for reconsideration, but the Motion was denied on August 20, 2003.[63] On October 9, 2003, this Court issued an Entry of Judgment certifying that the Motion for Reconsideration is denied with finality.[64]

RREC and Pasay City moved to set aside the resolution of finality and for adjustment of arbitration award, as well as to set the earlier Motion for oral argument.[65] This Court expunged both Motions from the records in view of the Entry of Judgment having been made on September 11, 2003.[66]

Despite this Court's Resolutions, RREC filed on May 16, 2006 a Motion for Leave to re-open the case.[67] Again, this Court expunged the Motion from the records.[68]

On November 21, 2006, RREC moved for the issuance of a writ of execution before the Regional Trial Court.[69] On November 30, 2006, it filed another Motion for Execution, which the trial court heard on December 13, 2006.[70]

On May 8, 2007, the Regional Trial Court issued the Writ of Execution,[71] the dispositive portion of which reads:

NOW THEREFORE, you are hereby commanded to cause the implementation of the decision of this Court as modified by the Court of Appeals and the Supreme Court upon the plaintiff thru the National Treasurer.

In case sufficient personal property/ies of plaintiff cannot be found to satisfy the amount of the said judgment, costs, interest and your fees thereon, then you are hereby directed to levy the real property/ies of the said plaintiff and to sell the same or so much thereof in the manner provided for by law for the satisfaction of said judgment and that you make a return of your proceedings thereon within thirty (30) days from date.[72]

On May 11, 2007,[73] Sheriff IV Reynier S. De Jesus (Sheriff De Jesus) issued a Notice of Execution and Notice to Pay[74] against the Republic for P49,173,064,201.17 instead of the P10.9 million[75] ordered by this Court, to be divided between RREC and Pasay City.[76]

Sheriff De Jesus based his computation on a formula[77] that set the Philippine peso today at P51.58 for every one (1) peso in 1962, with compounding interests.[78] He did not attach his source for the alleged real value. The Notice of Execution and Notice to Pay reads:

Please be informed that on May 8, 2007, a Writ of Execution was issued in the above-entitled case by HON. TINGARAAN U. GUILING, Presiding Judge of this Court, copy of which is hereto attached for your reference.

By virtue of the said Writ of Execution, notice/request is hereby given for you to pay the principal money judgment and interest compounded annually in the total amount of Php49,173,064,201.17 immediately upon receipt hereof which amount shall be divided by defendants Pasay City and Republic Real Estate Corporation, share and share alike.[79] (Emphasis supplied)

The Republic filed before the Regional Trial Court a Very Urgent Motion to Quash the Writ of Execution and the Notice of Execution and Notice to Pay,[80] but it was denied on July 3, 2007.[81] The trial court likewise denied the Republic's Motion for Reconsideration on February 28, 2008.[82]

The Republic filed before the Court of Appeals a Petition for Certiorari[83] assailing the trial court's July 3, 2007 and February 28, 2008 Orders and seeking injunction against the writ of execution.[84]

The Court of Appeals granted[85] the Petition. It ruled that Sheriff De Jesus' Notice of Execution and Notice to Pay cannot go beyond this Court's judgment in Republic v. Court of Appeals,[86] thus:

The assailed Sheriffs Notice of Execution and Notice to Pay is palpably at variance with what was embodied in the November 25, 1998 decision of the Supreme Court. The dispositive portion of the said decision is categorical and unequivocal in its language that the amount to be paid by [the Republic] to [RREC and Pasay City] is only Php10,926,071.29, plus interest at 6% per annum from May 1, 1962 until full payment. Thus, there is no justification for the adjustment of the judgment award to its present day value. Indubitably, the assailed Sheriffs Notice of Execution and Notice to Pay is null and void as it does not conform to the tenor of the November 25, 1998 decision which it purports to implement.[87] (Emphasis supplied)

The Court of Appeals held that Sheriff De Jesus' "issuances wantonly disregarded and grossly violated [Supreme Court Administrative Circular] No. 10-2000 dated October 25, 2000 . . . [and] [Commission on Audit] Circular No. 2001-002 dated July 31, 2001,"[88] which govern the execution of government funds or properties.[89] Thus, the Notice of Execution and Notice to Pay is "patently null and void." [90]

The dispositive portion of the Court of Appeals Decision reads:

WHEREFORE, premises considered, the petition is hereby GRANTED. The assailed Writ of Execution dated May 8, 2007 issued by the Regional Trial Court, Branch 109 of Pasay City and the Sheriffs Notice of Execution and Notice of Sale dated May 11, 2007 are hereby declared NULL and VOID. The Writ of Preliminary Injunction issued by this Court on August 20, 2008 is hereby made permanent.

SO ORDERED.[91] (Emphasis in the original)

Atty. Romeo G. Roxas (Atty. Roxas) of RGR & Associates, counsel for RREC since August 6, 1990,[92] filed before this Court a Complaint[93] against the three (3) Court of Appeals Justices[94] who nullified the Writ of Execution and Sheriff De Jesus' Notice.[95] The Complaint was for the Justices' alleged misconduct and violation of Section 3(e)[96] of Republic Act No. 3019 in relation to Article 204[97] of the Revised Penal Code, and it prayed for their disbarment.[98] Atty. Roxas also filed a Motion for Inhibition[99] against the three (3) Justices.[100] Both the Complaint and the Motion for Inhibition were filed without RREC's authority.[101]

On June 29, 2009, RREC terminated the services of RGR & Associates,[102] Atty. Roxas' law firm, due to loss of confidence and breach of trust.[103]

Through a board resolution, RREC engaged the services of another law firm, Siguion Reyna Montecillo & Ongsiako Law Offices (Siguion Reyna) on October 29, 2009.[104] Siguion Reyna filed a Notice of Appearance on November 4, 2009.[105] RREC also filed a Manifestation informing this Court that Atty. Roxas' Complaint against the Court of Appeals Justices was filed without RREC's knowledge and conformity.[106]

On July 16, 2013, the Court of Appeals issued the Resolution[107] denying RREC and Pasay City's Motion for Reconsideration and declaring Siguion Reyna as RREC's rightful counsel of record. The dispositive portion of the Court of Appeals Resolution reads:

WHEREFORE, premises considered, the instant Motion for Reconsideration filed by respondents RREC and Pasay City is hereby DENIED.

This Court hereby DECLARES and RECOGNIZES the law firm of Siguion Reyna, Montecillo and Ongsiako as RREC's rightful counsel of record without prejudice to the payment of Atty. Romeo G. Roxas of attorney's fees based on the doctrine of quantum meruit.

SO ORDERED.[108] (Emphasis in the original)

On August 1, 2013, Atty. Roxas filed before this Court the Petition docketed as G.R. No. 208205, referring to it as a Petition for Review Pro Hac Vice[109] He signed the Verification and Certificate Against Non-Forum Shopping in his own name.[110]

Although he admits that he filed his Pro Hac Vice Petition in his personal capacity and without RREC's authority, Atty. Roxas asserts that RGR & Associates is RREC's rightful counsel.[111] He assails the Court of Appeals' July 16, 2013 Resolution, which declared Siguion Reyna as RREC's rightful counsel of record.[112]

According to Atty. Roxas, the termination of RGR & Associates' legal services was made in bad faith.[113] RREC's engagement with his firm was made allegedly "on a contingent or a 'no cure, no pay' basis." [114] Thus, Atty. Roxas alleges that RGR & Associates' engagement with RREC, being one coupled with interest, was

irrevocable.[115]

Atty. Roxas prays for attorney's fees beyond quantum meruit. Specifically, he asks for "the full amount upon the terms and conditions of his contingency contract with RREC[.]"[116] He proceeds to argue RREC's case, stating that this Court's monetary award to RREC in Republic v. Court of Appeals should reflect the current value of the peso,[117] which is equivalent to P82.5 billion.[118]

Atty. Roxas alleges that RREC actually reclaimed 55 hectares of Manila Bay.[119] He invokes the Court of Appeals' ruling, which was set aside in Republic v. Court of Appeals,[120] to posit that the national government illegally confiscated these reclaimed lands[121] and that as a judicial compromise, 35 hectares of open spaces in the Cultural Center Complex should be given to RREC and Pasay City.[122]

Meanwhile, on September 5, 2013, RREC, through Siguion Reyna, filed the Petition for Review on Certiorari docketed as G.R. No. 208212.[123] RREC insists that it reclaimed 55 hectares.[124]

The amount RREC prays for far exceeds what this Court adjudged in Republic v. Court of Appeals[125] To justify the amount of P49.17 billion as judgment award,[126] RREC rehashes its claims on the present-day value of the peso, with compounding interests.[127] It recycles the same arguments that were already repeatedly rejected by this Court.[128]

Likewise, RREC seeks to exclude Pasay City from receiving any amount.[129]

On September 24, 2013, RREC moved to dismiss/expunge the Pro Hac Vice Petition.[130] RREC states that Atty. Roxas' refusal to be discharged as counsel is highly irregular and unethical,[131] especially in light of his filing his own Petition assailing the Court of Appeals Decision and Resolution.[132] RREC argues that it did not consent to Atty. Roxas' filing, and on this score alone, the Pro Hac Vice Petition should be denied or expunged.[133]

In the Resolution dated September 30, 2013, this Court consolidated G.R. Nos. 208212 and 208205.[134]

On October 21, 2013, Atty. Roxas filed a Motion to Admit his Opposition/Comment on the Motion to Dismiss/Expunge.[135] This was granted[136] by this Court.

The Office of the Solicitor General filed its Consolidated Comment[137] on Atty. Roxas' Pro Hac Vice Petition and on RREC's Petition for Review, to which Atty. Roxas belatedly filed a Motion to Admit Reply, as well as his Reply.[138] These were granted and noted on August 11, 2014.[139]

RREC filed its Reply on January 27, 2015.[140]

On March 2, 2015, RREC President Catalina B. Blanco filed before this Court a Petition on Final Execution and Settlement,[141] a third pleading on the same case with the same set of facts, without the aid of counsel as the company could no longer afford Siguion Reyna's services.[142]

On April 22, 2015, Siguion Reyna filed its Withdrawal of Appearance.[143]

In the third Petition,[144] RREC President Catalina B. Blanco states the same arguments as in RREC's Petition for Review. However, she prays for the amount of P16,572,743,241.90 (as of March 2015) to compensate for RREC's alleged reclamation[145] of 55 hectares of land.[146] She also prays that Pasay City be given the long-term use of the idle portions of the Cultural Center Complex instead of sharing part of RREC's monetary award.[147]

On March 2, 2016, Atty. Roxas filed a Manifestation reiterating that the payment to RREC and Pasay City should reflect its current real value.[148] He argues that the award of P10.9 million should be equivalent to the value of

the reclaimed land RREC could have purchased in 1962, which was 109 hectares at P10.00 per square meter.[149]

For resolution are the following issues:

First, whether this Court has jurisdiction to hear the case;

Second, whether the Court of Appeals erred in declaring the Writ of Execution and Sheriff De Jesus' Notice of Execution and Notice to Pay as null and void;

Third, whether Pasay City has a share in the monetary award granted by this Court in Republic v. Court of Appeals; and

Lastly, whether the Court of Appeals erred in not recognizing Atty. Romeo G. Roxas as rightful counsel of RREC.

I

The case is premature. The money claim against the Republic should have been first brought before the Commission on Audit.

The Writ of Execution and Sheriff De Jesus' Notice violate this Court's Administrative Circular No. 10-2000[150] and Commission on Audit Circular No. 2001-002,[151] which govern the issuance of writs of execution to satisfy money judgments against government.

Administrative Circular No. 10-2000 dated October 25, 2000 orders all judges of lower courts to observe utmost caution, prudence, and judiciousness in the issuance of writs of execution to satisfy money judgments against government agencies. This Court has emphasized that:

Judges should bear in mind that in *Commissioner of Public Highways v. San Diego* (31 SCRA 617, 625 [1970]), this Court explicitly stated:

The universal rule that where the State gives its consent to be sued by private parties either by general or special law, it may limit claimant's action 'only up to the completion of proceedings anterior to the stage of execution' and that the power of the Court ends when the judgment is rendered, since government funds and properties may not be seized under writs of execution or garnishment to satisfy such judgments, is based on obvious considerations of public policy. Disbursements of public funds must be covered by the corresponding appropriation as required by law. The functions and public services rendered by the State cannot be allowed to be paralyzed or disrupted by the diversion of public funds from their legitimate and specific objects, as appropriated by law.

Moreover, it is settled jurisprudence that upon determination of State liability, the prosecution, enforcement or satisfaction thereof must still be pursued in accordance with the rules and procedures laid down in P[residential] D[ecree] No. 1445, otherwise known as the Government Auditing Code of the Philippines (Department of Agriculture v. NLRC, 227 SCRA 693, 701-02 [1993] citing Republic vs. Villasor, 54 SCRA 84 [1973]). All money claims against the Government must first be filed with the Commission on Audit which must act upon it within sixty days. Rejection of the claim will authorize the claimant to elevate the matter to the Supreme Court on certiorari and in effect sue the State thereby (P[residential] D[ecree] [No.] 1445, Sections 49-50).[152] (Emphasis supplied)

For its part, Commission on Audit Circular No. 2001-002 dated July 31, 2001 requires the following to observe this Court's Administrative Circular No. 10-2000: department heads; bureau, agency, and office chiefs; managing heads of government-owned and/or controlled corporations; local chief executives; assistant commissioners, directors, officers-in-charge, and auditors of the Commission on Audit; and all others concerned.[153]

Chapter 4, Section 11[154] of Executive Order No. 292[155] gives the Commission on Audit the power and mandate to settle all government accounts. Thus, the finding that government is liable in a suit to which it consented does not translate to enforcement of the judgment by execution.[156]

As a rule, public funds may not be disbursed absent an appropriation of law or other specific statutory authority.[157] Commonwealth Act No. 327,[158] as amended by Presidential Decree No. 1445,[159] requires that all money claims against government must first be filed before the Commission on Audit, which, in turn, must act upon them within 60 days.[160]

Only when the Commission on Audit rejects the claim can the claimant elevate the matter to this Court on certiorari and, in effect, sue the state.[161] *Carabao, Inc. v. Agricultural Productivity Commission*[162] has settled that "claimants have to prosecute their money claims against the Government under Commonwealth Act 327 . . . and that the conditions provided in Commonwealth Act 327 for filing money claims against the Government must be strictly observed." [163]

In *Star Special Watchman and Detective Agency, Inc. v. Puerto Princesa City*: [164]

Under Commonwealth Act No. 327, as amended by Section 26 of P.D. No. 1445, it is the C[ommission] o[n] A[udit] which has primary jurisdiction to examine, audit and settle "all debts and claims of any sort" due from or owing the Government or any of its subdivisions, agencies and instrumentalities, including government-owned or controlled corporations and their subsidiaries[.]. [165]

RREC's procedural shortcut must be rejected. Any allowance or disallowance of its money claims is for the Commission on Audit to decide, subject only to RREC's remedy of appeal via a petition for certiorari before this Court.[166]

II

The Court of Appeals correctly declared the Writ of Execution and Sheriff De Jesus' Notice null and void. We find no reversible error in the Court of Appeals' February 27, 2009 Decision.

Republic v. Court of Appeals has long been final and executory. This Court judiciously examined and exhaustively discussed the issues raised in RREC's Petition. These are the same arguments now being raised.

RREC's relentless pursuit of this case vexes this Court. Even after *Republic v. Court of Appeals* had become final and executory, RREC repeatedly filed motions and petitions before this Court despite our express prohibition on filing further pleadings.[167] This Court called out this contumacious scheme,[168] cautioned RREC and Pasay City against contempt of court,[169] and on several occasions, expunged their motions from the records of the case.

In its Petition docketed as G.R. No. 208212, RREC cited the Court of Appeals' ruling that the reclamation contract was valid[170] without ever mentioning that this Court had already declared the agreement between RREC and Pasay City null and void. Disregarding our pronouncements in *Republic v. Court of Appeals*, RREC continues to insist that it had reclaimed a total of 55 hectares[171] of the Cultural Center Complex.[172]

We restate that RREC did not reclaim any land, much less present any evidence to prove its allegations. Thus:

No contracts or sub-contracts or agreements, plans, designs, and/or specifications of the reclamation project were presented to reflect any accomplishment. Not even any statement or itemization of works accomplished by contractors or subcontractors or vouchers and other relevant papers were introduced to describe the extent of RREC's accomplishment. Neither was the requisite certification from the City Engineer concerned that portions of the reclamation project not less than 50 hectares in area shall have been accomplished or completed

obtained and presented by RREC.

As a matter of fact, no witness ever testified on any reclamation work done by RREC, and extent thereof, as of April 26, 1962. Not a single contractor, sub-contractor, engineer, surveyor, or any other witness involved in the alleged reclamation work of RREC testified on the 55 hectares supposedly reclaimed by RREC. What work was done, who did the work, where was it commenced, and when was it completed, was never brought to light by any witness before the court. Certainly, onus probandi was on RREC and Pasay City to show and point out the as yet unidentified 55 hectares they allegedly reclaimed. But this burden of proof RREC and Pasay City miserably failed to discharge.[173]

Moreover, despite our final and executory judgment in *Republic v. Court of Appeals* awarding RREC and Pasay City P10.9 million with 6% annual interest, RREC continues to claim entitlement to the bloated amount of P49.17 billion—an amount too much for reclamation work that was not only void,[174] but also deficient.[175]

RRECs compensation is based on quantum meruit. It was not a loan, a forbearance of money, or an obligation arising out of a valid contract. Rather, it was awarded merely based on equity, in order to prevent one party from being unjustly enriched at the expense of the other. But equity is not a one-way street. Providing justice to RREC cannot justify perpetrating injustice against the Republic.

This Court's November 25, 1998 Decision must be respected. Pursuant to the doctrine of *res judicata*, our ruling in *Republic v. Court of Appeals* is the settled law of this case. In *Salud v. Court of Appeals*:[176]

The interest of the judicial system in preventing relitigation of the same dispute recognizes that judicial resources are finite and the number of cases that can be heard by the court is limited. Every dispute that is reheard means that another will be delayed. In modern times when court dockets are filled to overflowing, this concern is of critical importance. *Res judicata* thus conserves scarce judicial resources and promotes efficiency in the interest of the public at large.

Once a final judgment has been rendered, the prevailing party also has an interest in the stability of that judgment. Parties come to the courts in order to resolve controversies; a judgment would be of little use in resolving disputes if the parties were free to ignore it and to litigate the same claims again and again. Although judicial determinations are not infallible, judicial error should be corrected through appeals procedures, not through repeated suits on the same claim. Further, to allow relitigation creates the risk of inconsistent results and presents the embarrassing problem of determining which of two conflicting decisions is to be preferred. Since there is no reason to suppose that the second or third determination of a claim necessarily is more accurate than the first, the first should be left undisturbed.

In some cases, the public at large also has an interest in seeing that rights and liabilities once established remain fixed. If a court quiets title to land, for example, everyone should be able to rely on the finality of that determination. Otherwise, many business transactions would be clouded by uncertainty. Thus, the most important purpose of *res judicata* is to provide repose for both the party litigants and the public. As the Supreme Court has observed, "*res judicata* thus encourages reliance on judicial decision, bars vexatious litigation, and frees the courts to resolve other disputes." [177] (Emphasis supplied, citations omitted)

We cannot allow RREC to waste any more of this Court's time and resources and disturb what is already settled, lest this controversy never reaches its end.

III

This Court's decision cannot be amended by the trial court or the sheriff. Absent an order of remand, we cannot allow attempts to adjust or vary the terms of the judgment of this Court.[178] Neither the Regional Trial Court nor its sheriff can, in any way, directly or indirectly, alter this Court's November 25, 1998 Decision through a writ of

execution or a notice purporting to implement the writ.

A judgment, once final, is immutable and unalterable.[179] In *Manotok Realty, Inc. v. CLT Realty Development Corporation*:[180]

[This Court's Decision] may no longer be modified in any respect, even if the modification is meant to correct what is perceived to be an erroneous conclusion of fact or law, and regardless of whether the modification is attempted to be made by the court rendering it or by the highest court of the land.[181]

This Court's final and executory decision cannot be amended. It cannot be done by the trial court,[182] much less by its sheriff. The sheriff's execution of judgment is a purely ministerial phase of adjudication.[183] In implementing the writ, the sheriff must strictly conform to the letter of the judge's order.[184] Thus:

[Sheriffs] have no capacity to vary the judgment and deviate [from the judge's decision] based on their own interpretation thereof.

Well settled is the rule that when writs are placed in the hands of sheriffs, it is their ministerial duty to proceed with reasonable celerity and promptness to execute them in accordance with their mandate. It is not their duty to decide on the truth or sufficiency of the processes committed to [them] for service as their duty to execute a valid writ is not ministerial and not discretionary. A purely ministerial act or duty is one which an officer or tribunal performs in the context of a given set of facts, in a prescribed manner and without regard to the exercise of [one's] own judgment upon the propriety or impropriety of the act done. Where a requirement is made in explicit and unambiguous terms, no discretion is left to the sheriff [and] he [or she] must see to it that its mandate is obeyed.

Thus, echoing the decision of the Honorable Court in *Tropical Homes vs. Fortune* it is basic that the only portion of the decision that becomes the subject of execution is that ordained in the dispositive portion. Whatever may be found in the body of the decision can only be considered as part of the reason or conclusions of the court and while they may serve as a guide or enlighten to determine the ratio decidendi what is controlling is what appears in the dispositive part of the decision.[185]

The Republic argues that Sheriff De Jesus executed a judgment based on a computation that only he was privy to.[186] In his Notice of Execution and Notice to Pay, Sheriff De Jesus failed to provide any attachment or explanation as to the source of his calculations.[187]

The figures that resulted from his computations and his method of computing were never mentioned by this Court, the Court of Appeals, or Judge Tingaraan U. Guiling of the Regional Trial Court. The computation was based on a testimony given in 2001, at least six years ago, in a clarificatory hearing[188] before Judge Lilia C. Lopez of the Regional Trial Court, which both the lower court[189] and this Court[190] rejected.

The Notice of Execution and Notice to Pay went beyond the dispositive portion in *Republic v. Court of Appeals*. In his Notice, Sheriff De Jesus modified our decreed amount of P10.9 million at 6% interest per annum (beginning May 1, 1962 until fully paid) to P49.17 billion at the rate of 6% per annum from 1962 to 1973 and at the rate of 12% from 1974 to present, compounded.

Canon VI, Section 6 of the Code of Conduct for Court Personnel[191] states that "[c]ourt personnel shall expeditiously enforce rules and implement orders of the court within the limits of their authority."

The sheriff cannot act as a party's agent. He or she can only act as an officer of the court which he or she represents.[192] Sheriffs, as agents of the law, are duty-bound to fulfill their mandates with utmost diligence and due care. In executing the court's order, they cannot afford to go beyond its letter, lest they prejudice "the integrity of their office and the efficient administration of justice." [193] In *Jereos v. Reblando*:[194]

[T]he conduct and behavior of everyone connected with an office charged with the dispensation of justice . . . from the presiding judge to the lowliest clerk, should be circumscribed with the heavy burden of responsibility. His [or her] conduct, at all times, must not only be characterized with propriety and decorum but above all else must be above suspicion.[195]

Therefore, we resolve to refer Sheriff De Jesus' acts to the Office of the Court Administrator for proper investigation, report, and recommendation.

IV

Pasay City has a share in the monetary award granted in *Republic v. Court of Appeals*. The dispositive portion of the Decision reads:

The petitioner, Republic of the Philippines, is hereby ordered to pay Pasay City and Republic Real Estate Corporation the sum of TEN MILLION NINE HUNDRED TWENTY-SIX THOUSAND SEVENTY-ONE AND TWENTY-NINE CENTAVOS (P10,926,071.29) PESOS, plus interest thereon of six (6%) percent per annum from May 1, 1962 until full payment, which amount shall be divided by Pasay City and RREC, share and share alike.[196] (Emphasis in the original)

RREC argues that the phrase "share and share alike" should be interpreted to mean that "RREC and Pasay City should receive their share of the payment depending on each's [sic] share in the [reclamation] project." [197] It concludes that since Pasay City contributed nothing, it alone should receive the full amount.[198] This is erroneous.

Republic Act No. 1899 delegated to local government units the state's sovereign right to reclaim foreshore lands. Section 1,[199] in relation to Section 9,[200] of Republic Act No. 1899 mandates that the reclamation must be carried out by the municipality or chartered city concerned (that is, Pasay City) and not by a private entity (that is, RREC). RREC was able to undertake reclamation work on behalf of the city only through a special power of attorney.[201] Thus, Pasay City cannot be deprived of its share in the compensation.

A plain interpretation of the phrase "share and share alike" means that one party's share is the same with the other party's share. That is to say, RREC would receive a share equal to that of Pasay City. If this Court intended the interpretation made by RREC, then it should have instead used the phrase "in proportion to their contribution," or an analogous wording. However, this is not the case.

There is no need to go beyond the ordinary or literal meaning when the words themselves are "clear, plain, and free from ambiguity." [202] This is in line with the plain-meaning rule or *verba legis* in statutory construction.[203]

V

As regards RREC's Petition on Final Execution and Settlement, the Rules of Court does not provide for this remedy before this Court. Civil cases—this case included—may be elevated before us via a petition for certiorari under Rule 65 or a petition for review under Rule 45. Filing a "petition on final execution and settlement" is not a remedy provided by the Rules of Court.

Assuming the Petition on Final Execution and Settlement is not one filed on appeal but one filed directly, we still cannot give it due course. Direct recourse before this Court may be had only as a last resort.[204] Absent "special, important and compelling reasons clearly and specifically spelled out in the petition," [205] such as an issue of constitutionality, transcendental importance, or the case being one of first impression,[206] we simply cannot take action on this Petition.

Nor can we treat the Petition on Final Execution and Settlement as a petition for review.

First, two Petitions for Review were already filed arguing on RREC's behalf: on August 5, 2013 by Atty. Roxas (without RREC's authority), and on September 5, 2013 by Siguion Reyna (with RREC's authority). Neither of these Petitions has been withdrawn.

Second, RREC's Petition on Final Execution and Settlement raises substantially the same arguments and prayers as its Petition for Review filed through Siguion Reyna, which this Court has exhaustively addressed.

Thus, as the Petition on Final Execution and Settlement is a mere duplication of what has already been filed, we have no other recourse but to expunge it from the records of this case. We sternly warn RREC against filing redundant pleadings and clogging this Court's docket.

VI

Atty. Roxas' Pro Hac Vice Petition should be denied for two (2) reasons: first, it is a wrong remedy; and second, he has no legal standing to appeal on RREC's behalf.

Despite his termination as counsel, Atty. Roxas continues to insist that he is RREC's legal counsel.[207] In a letter dated June 22, 2009, he informed RREC that he would not withdraw as counsel to the case as his firm's engagement with RREC is "coupled with interest and, therefore, irrevocable[.]"[208]

Atty. Roxas claims that he was RREC's lawyer for more than 20 years.[209] He shouldered its litigation expenses "at all levels of the judiciary"[210] amounting to hundreds of millions,[211] provided the company with an office space for several years,[212] paid the allowance of former RREC President Atty. Francisco Candelaria and his staff,[213] and sustained the company's continued operations.[214] Atty. Roxas did not furnish proof to back up his allegations.

Under the March 15, 2000 letter-agreement between RREC and RGR & Associates, a decision in RREC's favor would entitle Atty. Roxas' firm to at least 3.5 hectares of land or a minimum of P175 million from the judgment award, depending on the land or amount to be awarded by this Court.[215] However, the letter-agreement is silent on reimbursement of RGR & Associates' advanced payment.

Even assuming Atty. Roxas pursued RREC's case at his firm's expense and on a contingent basis,[216] we cannot allow such an agreement.

An agreement of this nature is champertous and void for being against public policy. In *Nocom v. Camerino, et al.*: [217]

A champertous contract is defined as a contract between a stranger and a party to a lawsuit, whereby the stranger pursues the party's claim in consideration of receiving part or any of the proceeds recovered under the judgment; a bargain by a stranger with a party to a suit, by which such third person undertakes to carry on the litigation at his own cost and risk, in consideration of receiving, if successful, a part of the proceeds or subject sought to be recovered. An Agreement whereby the attorney agrees to pay expenses of proceedings to enforce the client's rights is champertous. Such agreements are against public policy especially where as in this case, the attorney has agreed to carry on the action at its own expense in consideration of some bargain to have part of the thing in dispute. The execution of these contracts violates the fiduciary relationship between the lawyer and his client, for which the former must incur administrative sanction.[218]

As officers of the court, lawyers should not exploit nor take advantage of their client's weaknesses.[219] Rule 16.04 of the Code of Professional Responsibility prohibits a lawyer from "lend[ing] money to a client except, when in the interest of justice, he [or she] has to advance necessary expenses in a legal matter he [or she] is

handling for the client." *Bautista v. Gonzales*[220] has settled that "[a]lthough a lawyer may, in good faith, advance the expenses of litigation, the same should be subject to reimbursement." [221]

Thus, absent a reimbursement agreement, the champertous contract is void.[222] Lawyers who obtain an interest in the subject-matter of litigation create a conflict-of-interest situation with their clients and thereby directly violate the fiduciary duties they owe their clients.[223] Thus:

To permit these arrangements is to enable the lawyer to acquire additional stake in the outcome of the action which might lead him to consider his own recovery rather than that of his client or to accept a settlement which might take care of his interest in the verdict to the sacrifice of that of his client in violation of his duty of undivided fidelity to his client's cause.[224] (Citations omitted)

This is precisely what happened here. In his desire to win the reclamation case and take his slice of the pie from the judgment award, Atty. Roxas resorted to prosecuting cases against the Court of Appeals Justices[225] without RREC's knowledge and authority and against his client's interest.[226]

Moreover, despite Siguion Reyna's Entry of Appearance dated November 4, 2009 with RREC's conformity, RGR & Associates refused to accept its discharge as counsel.[227]

Atty. Roxas is fully aware that RREC's Board of Directors already voted to terminate RGR & Associates' legal services.[228] The termination of RGR & Associates' services is not subject to this Court's review. A lawyer may be dismissed at any time, with or without cause. In *Lim Jr. v. Villarosa*: [229]

[A client] may discharge his attorney at any time with or without cause and thereafter employ another lawyer who may then enter his appearance. Thus, it has been held that a client is free to change his counsel in a pending case and thereafter retain another lawyer to represent him. That manner of changing a lawyer does not need the consent of the lawyer to be dismissed. Nor does it require approval of the court.[230] (Citation omitted, Emphasis supplied).

An experienced lawyer such as Atty. Roxas is expected know that a counsel's services can be withdrawn at any time.

There is no such thing as an irrevocable attorney-client relationship. As stated in *Busiños v. Ricafort*, [231] "the relation between an attorney and his client is highly fiduciary in its nature and of a very delicate, exacting and confidential character, requiring high degree of fidelity and good faith." [232] Thus, when the client itself no longer wants its attorney's services, the counsel cannot continue to desperately cling on to it.

What makes RGR & Associates' discharge as counsel even more allowable is that RREC terminated its services for a cause. In RREC's Board Resolution, the dismissal of RGR & Associates' engagement was due to its "breach of trust and confidence and clear abuse of Attorney-Client relationship[.]" Atty. Roxas' act of suing the Court of Appeals Justices without RREC's prior notice and board approval [233] betrayed his client's trust and confidence. [234]

Canon 17 of the Code of Professional Responsibility states that "[a] lawyer owes fidelity to the cause of [one's] client and he [or she] shall always be mindful of the trust and confidence reposed in him [or her]."

In *Testate Estate of the Deceased Tan Chiong Pun v. Tan*, [235] this Court has ruled that it is unjust to require a lawyer, whose services have been terminated, to continue serving as counsel after losing his or her client's confidence. RREC's decision to remove Atty. Roxas as its counsel is clearly beyond this Court's power of review.

Moreover, Atty. Roxas has no legal standing to appeal the case on RREC's behalf. Rule 3 of the Rules of Court provides the following as parties to a civil suit:

RULE 3

PARTIES TO CIVIL ACTIONS

SECTION 1. Who may be parties; plaintiff and defendant. — Only natural or juridical persons, or entities authorized by law may be parties in a civil action. The term "plaintiff" may refer to the claiming party, the counter-claimant, the cross-claimant, or the third (fourth, etc.)—party plaintiff. The term "defendant" may refer to the original defending party, the defendant in a counterclaim, the cross-defendant, or the third (fourth, etc.)—party defendant.

SEC. 2. Parties in interest. — A real party in interest is the party who stands to be benefited or injured by the judgment in the suit, or the party entitled to the avails of the suit. Unless otherwise authorized by law or these Rules, every action must be prosecuted or defended in the name of the real party in interest.

SEC. 3. Representatives as parties. — Where the action is allowed to be prosecuted and defended by a representative or someone acting in a fiduciary capacity, the beneficiary shall be included in the title of the case and shall be deemed to be the real party in interest. A representative may be a trustee of an express trust, a guardian, an executor or administrator, or a party authorized by law or these Rules. An agent acting in his own name and for the benefit of an undisclosed principal may sue or be sued without joining the principal except when the contract involves things belonging to the principal. (Emphasis in the original)

Atty. Roxas is not a party litigant under Section 1. Only RREC, as the party seeking for the execution of judgment, and the Republic, as the party opposing RREC's claims, stand to be benefited or injured by the pending case. Atty. Roxas is not a party-in-interest under Section 2. He has no valid interest in this case as his contingency-fee agreement with RREC is champertous and, therefore, void. Likewise, Atty. Roxas is not a party representative under Section 3 as he is no longer RREC's lawyer.

Thus, insofar as RREC and the Republic are concerned, Atty. Roxas is a complete stranger to this case.

Rule 45, Section 1[236] of the Rules of Court provides that appeals by certiorari before this Court may be had only by the party to the case. Atty. Roxas is neither a party nor a counsel for any of the parties here. He cannot claim legal fees by filing a petition for review on behalf of a non-client, which has moved to dismiss/expunge his petition pro hac vice.

The action he pursued before this Court is not an available recourse under applicable laws or the Rules of Court. He is pursuing the wrong remedy.

We resolve to direct Atty. Romeo G. Roxas to show cause why he should not be imposed a disciplinary sanction for his pernicious attempt not just to re-litigate the case, but also to continue arguing for RREC despite his discharge as counsel. We likewise resolve to deny Atty. Roxas' Petition for Review (Pro Hac Vice) dated August 5, 2013, and to expunge his Manifestation dated March 2, 2016 from the records of the case.

WHEREFORE, the Petition for Review dated September 5, 2013 is DENIED, there being no reversible error in the Court of Appeals Decision dated February 27, 2009 and Resolution dated July 16, 2013 in CA-G.R. SP No. 102750.

The Petition for Final Execution and Settlement is EXPUNGED from the records of the case for being a duplicate pleading, and Republic Real Estate Corporation is STERNLY WARNED against filing redundant pleadings and clogging this Court's docket.

Atty. Romeo G. Roxas' Petition for Review (Pro Hac Vice) dated August 5, 2013 is DENIED for his lack of legal standing to file the case on behalf of Republic Real Estate Corporation and for being the wrong remedy, without prejudice to his filing of a separate collection suit. The Manifestation dated March 2, 2016 is likewise

EXPUNGED from the records of the case. Arty. Roxas is ORDERED to show cause why he should not be imposed a disciplinary sanction for re-litigating the case and purporting to represent a client against its will.

Finally, the Office of the Court Administrator is ORDERED to investigate Sheriff IV Reyner S. De Jesus' act of issuing the Notice of Execution and Notice to Pay not in accordance with the writ of execution and this Court's Decision dated November 25, 1998 in Republic v. Court of Appeals.

SO ORDERED.

Carpio, (Chairperson), Del Castillo, Reyes,[*] and Perlas-Bernabe,**] JJ., concur.

[*] Designated member per Raffle dated September 22, 2014.

**] Designated member per Raffle dated September 16, 2013.

[1] Republic v. Court of Appeals, 359 Phil. 530, 545 (1998) [Per J. Purisima, En Banc].

[2] Id.

[3] Id.

[4] Id. at 545.

[5] Id. at 553-554. See Proc. No. 41 (1954) and Act No. 3915 (1932). The reclaimed area is the Manila Bay Beach Resort, a national park.

[6] Id. at 564.

[7] See Rep. Act No. 1899 (1957), An Act Authorizing the Reclamation of Foreshore Lands by Chartered Cities and Municipalities.

[8] Republic v. Court of Appeals, 359 Phil. 530, 559-564 (1998) [Per J. Purisima, En Banc].

[9] Id. at 564.

[10] 359 Phil. 530 (1998) [Per J. Purisima, En Banc].

[11] Id. at 544.

[12] Id. at 530.

[13] The Decision was concurred in by Justices Josue N. Bellosillo, Leonardo A. Quisumbing, Jose A.R. Melo, Bernardo P. Pardo, and Jose C. Vitug (only in the result), with Separate Concurring Opinion by Justices Florida Ruth Pineda-Romero, Artemio V. Panganiban, and Reynato S. Puno (joined by Justices Hilario G. Davide Jr. and Vicente V. Mendoza); and dissented by Chief Justice Andres Narvasa (joined by Justice Antonio M. Martinez).

[14] Id. at 571.

[15] Id. at 565.

[16] Id. at 570.

[17] Id. at 568.

[18] Id. at 567.

[19] Id. at 574.

[20] Pres. Decree No. 3-A (1973), Amending Section 7 of Presidential Decree No. 3, Dated September 26, 1972, by Providing for the Exclusive Prosecution by Administration or by Contract of Reclamation Projects, sec. 1 provides:

SECTION 1

. . . .

"The provisions of any law to the contrary notwithstanding, the reclamation of areas under water, whether foreshore or inland, shall be limited to the National Government or any person authorized by it under a proper contract.

"All reclamations made in violation of this provision shall be forfeited to the State without need of judicial action.

"Contracts for reclamation still legally existing or whose validity has been accepted by the National Government shall be taken over by the National Government on the basis of quantum meruit, for proper prosecution of the project involved by administration."

[21] Republic v. Court of Appeals, 359 Phil. 530, 571 (1998) [Per J. Purisima, En Banc].

[22] Id. at 570.

[23] Id.

[24] Id. at 569.

[25] Id. at 672-673.

[26] Id. at 571.

[27] Rollo (G.R. No. 208212), p. 65, Court of Appeals Decision.

[28] Id. at 191, Resolution dated February 15, 2000.

[29] Id. at 188-192.

[30] Id.

[31] Id. at 191.

[32] Id. at 193, Resolution dated June 20, 2000.

[33] Id. at 194, Resolution dated July 11, 2000.

[34] Id. at 191.

[35] Id. at 193.

[36] Id. at 194.

[37] Id. at 195, Resolution dated October 17, 2000.

[38] Id. at 195-198.

[39] Id. at 197.

[40] Id.

[41] RULES OF COURT, Rule 39, sec. 1 provides:

SECTION 1. Execution upon judgments or final orders. — Execution shall issue as a matter of right, on motion, upon a judgment or order that disposes of the action or proceeding upon the expiration of the period to appeal therefrom if no appeal has been duly perfected.

If the appeal has been duly perfected and finally resolved, the execution may forthwith be applied for in the court of origin, on motion of the judgment obligee, submitting therewith certified true copies of the judgment or judgments or final order or orders sought to be enforced and of the entry thereof, with notice to the adverse party.

The appellate court may, on motion in the same case, when the interest of justice so requires, direct the court of origin to issue the writ of execution. (n)

[42] Rollo (G.R. No. 208212), p. 198.

[43] Id. at 730-731, Entry of Judgment.

[44] Id. at 107, Republic's Petition for Certiorari before the Court of Appeals.

[45] Rollo (G.R. No. 208205), p. 816, Writ of Execution.

[46] Rollo (G.R. No. 208212), p. 107.

[47] Id. at 208, Regional Trial Court Order dated November 22, 2002.

[48] Id. at 203. RREC and Pasay City used the phrase "or in the alternative" after the end of prayers 1, 2, 3, and 4. This shows that they did not request for all of these reliefs, only for any of them.

[49] Id.

[50] Rollo (G.R. No. 208212), p. 205.

[51] Id. at 201-208. The Order was issued by Judge Lilia C. Lopez of Branch 109 of the Regional Trial Court, Pasay City.

[52] Id. at 208.

[53] Id. at 205.

[54] Id.

[55] Rollo (G.R. No. 208205), p. 11, Petition for Review.

[56] Id. at 246-287, TSN, December 20, 2001.

[57] Id. at 12, Petition for Review.

[58] Rollo (G.R. No. 208205), p. 251.

[59] Id. at 264.

[60] Rollo (G.R. No. 208212), pp. 209-210. The Order was issued by Pairing Judge Priscilla C. Mijares of Branch 109 of the Regional Trial Court, Pasay City.

[61] Id.

- [62] Rollo (G.R. No. 208205), p. 804, Resolution dated June 25, 2003.
- [63] Id. at 805, Resolution dated August 20, 2003.
- [64] Rollo (G.R. No. 208212), p. 65, Court of Appeals Decision.
- [65] Rollo (G.R. No. 208205), p. 807, Resolution dated June 15, 2005, and 808, Resolution dated July 27, 2005.
- [66] Id.
- [67] Id. at 809, Resolution dated June 20, 2006.
- [68] Id.
- [69] Rollo (G.R. No. 208212), p. 65, Court of Appeals Decision.
- [70] Id.
- [71] Rollo (G.R. No. 208205), p. 811-817. The Writ of Execution was issued by Judge Tingaraan U. Guiling of Branch 109 of the Regional Trial Court, Pasay City.
- [72] Id. at 817.
- [73] Rollo (G.R. No. 208212), p. 227, Notice of Execution and Notice to Pay.
- [74] Id. at 226-227, Notice of Execution and Notice to Pay.
- [75] Republic v. Court of Appeals, 359 Phil. 530, 571 (1998) [Per J. Purisima, En Banc].
- [76] Rollo (G.R. No. 208212), p. 227.
- [77] Id. at 228. Sheriff De Jesus based his computation on the following formula: P563,566,742.18 (principal amount multiplied by P51.58, which is the real value of one peso today), with compounding interest of 6% from 1962 to 1973, and 12% from 1974 to 2007.
- [78] Id.
- [79] Id. at 226-227.
- [80] Id. at 229-248.
- [81] Rollo (G.R. No. 208205), pp. 821-823.
- [82] Id. at 824.
- [83] Rollo (G.R. No. 208212), pp. 84-143. The Petition was filed under Rule 65 of the Rules of Court.
- [84] Id. at 139.
- [85] Id. at 63-77. The Decision was penned by Associate Justice Sesonando E. Villon and concurred in by Associate Justices Andres B. Reyes Jr. and Jose Catral Mendoza (now Associate Justice of this Court) of the Former Fourth Division, Court of Appeals, Manila.
- [86] Id. at 68.
- [87] Id. at 71-72.
- [88] Id. at 74.

[89] Id.

[90] Id. at 76.

[91] Id.

[92] Rollo (G.R. No. 208205), p. 346, RREC's Position Paper.

[93] Id. at 301-313.

[94] Id. at 302. These Court of Appeals Justices were Associate Justices Sesinando E. Villon, Andres B. Reyes Jr., and Jose Catral Mendoza (now Associate Justice of this Court).

[95] Id. at 309-310.

[96] Rep. Act No. 3019 (1960), Anti-Graft and Corrupt Practices Act, sec. 3(e) provides:

Section 3. Corrupt practices of public officers. — In addition to acts or omissions of public officers already penalized by existing law, the following shall constitute corrupt practices of any public officer and are hereby declared to be unlawful:

....

(e) Causing any undue injury to any party, including the Government, or giving any private party any unwarranted benefits, advantage or preference in the discharge of his official administrative or judicial functions through manifest partiality, evident bad faith or gross inexcusable negligence. This provision shall apply to officers and employees of offices or government corporations charged with the grant of licenses or permits or other concessions.

[97] REV. PEN. CODE, art. 204 provides:

ARTICLE 204. Knowingly rendering unjust judgment. — Any judge who shall knowingly render an unjust judgment in any case submitted to him for decision, shall be punished by prision mayor and perpetual absolute disqualification.

[98] Rollo (G.R. No. 208205), pp. 301-303.

[99] Id. at 451-460.

[100] Id. at 354, RREC's Position Paper.

[101] Atty. Roxas' Complaint (Id. at 301-313) and Motion for Inhibition lack RREC's Board Resolution authorizing him to file these pleadings (Id. at 451-459). On May 4, 2009, RREC filed a Motion to Withdraw Motion for Inhibition stating that the Motion and the Complaint were filed without RREC's authority (Id. at 490). See also Board Resolution dated December 8, 2006 (Id. at 450), where the Board Chairperson tendered his resignation after Atty. Roxas failed to comply with RREC's directive that he should not file the Motion for Inhibition until the Board so decides.

[102] Rollo (G.R. No. 208205), p. 347.

[103] Id. at 345.

[104] Id. at 348.

[105] Id.

[106] Id.

[107] Id. at 78-83. The Resolution was penned by Associate Justice Sesinando E. Villon and concurred in by Associate Justices Andres B. Reyes Jr. and Jose Catral Mendoza (now Associate Justice of this Court) of the Former Fourth Division, Court of Appeals, Manila.

[108] Id. at 83

[109] Rollo (G.R. No. 208205), pp. 3-53. "Pro hac vice" translates to "For this case only." In Atty. Roxas' Pro Hac Vice Petition, he uses the phrase "by himself and by counsel" (Id. at 3).

[110] Id. at 49-50.

[111] Id. at 294, Republic's Motion to Dismiss/Expunge the Pro Hac Vice Petition.

[112] Id. at 17.

[113] Id. at 23.

[114] Id. at 8.

[115] Id. at 21.

[116] Id. at 28.

[117] Id. at 29.

[118] Id. at 45.

[119] Id. at 6.

[120] Republic v. Court of Appeals, 359 Phil. 530, 571 (1998) [Per J. Purisima, En Banc].

[121] Rollo (G.R. No. 208205), p. 44.

[122] Id. at 45.

[123] Rollo (G.R. No. 208212), pp. 31-61.

[124] Id. at 33.

[125] Republic v. Court of Appeals, 359 Phil. 530, 571 (1998) [Per J. Purisima, En Banc].

[126] Rollo (G.R. No. 208212), pp. 34 and 38-42.

[127] Id. at 49-51.

[128] This Court has already denied RREC's attempts to indirectly amend the Decision in Republic v. Court of Appeals. We recall the other instances in which RREC sought for a recomputation and failed, thus:

(1)

On April 17, 2001, RREC filed a Motion for Execution (After Adjustment of Quantum Meruit Compensation) before the Regional Trial Court (Rollo [G.R. No. 208212], p. 107, Petition for Certiorari before the Court of Appeals). The trial court denied the recomputation on November 22, 2002 (Id. at 201-208.), which this Court affirmed in the June 25, 2003 Resolution (Rollo [G.R. No. 208205], p. 805, Resolution dated June 25, 2003). On August 20, 2003, RREC's Motion for Reconsideration was denied with finality (Id. at 743, Resolution dated August 20, 2003).

(2)

In 2003, RREC and Pasay City again filed a Motion for Adjustment of Arbitration Award (Id. at 807, Resolution dated June 15, 2005). This Court expunged the Motion from the records (Id.) in view of the Entry of Judgment in Republic v. Court of Appeals having been made on September 11, 2003 (Id. at 807 and 808, Resolutions dated June 15, 2005 and July 27, 2005).

[129] Rollo (G.R. No. 208212), p. 56, Petition for Review.

[130] Rollo (G.R. No. 208205), p. 293.

[131] Id. at 297.

[132] Id. at 297-298.

[133] Id. at 298.

[134] Rollo (G.R. No. 208212), p. 615, Resolution dated September 30, 2013.

[135] Rollo (G.R. No. 208205), pp. 664-667.

[136] Id. at 827, Resolution dated January 13, 2014.

[137] Rollo (G.R. No. 208212), pp. 642-678.

[138] Id. at 766-772.

[139] Id. at 803, Resolution dated August 11, 2014.

[140] Id. at 807-818, RREC's Reply.

[141] Rollo (G.R. No. 208205), pp. 867-874, RREC's Petition on Final Execution and Settlement.

[142] Id.

[143] Id. at 897-899, Withdrawal of Appearance.

[144] Id. at 867-874, Petition on Final Execution and Settlement.

[145] Id. at 873.

[146] Id. at 867.

[147] Id. at 873.

[148] Id. at 902-907, Manifestation dated March 2, 2016.

[149] Id. at 902.

[150] SC Adm. Circ. No. 10-2000 (2000), Exercise of Utmost Caution, Prudence and Judiciousness in the Issuance of Writs of Execution to Satisfy Money Judgments Against Government Agencies and Local Government Units.

[151] COA Adm. Circ. No. 2001-002 (2001)
<http://www.coa.gov.ph/phocadownloadpap/userupload/Issuances/Circulars/Circ2001/COA_C2001-002.pdf>
(visited May 16, 2016).

[152] SC Adm. Circ. No. 10-2000 (2000).

[153] COA Adm. Circ. No. 2001-002 (2001)
<http://www.coa.gov.ph/phocadownloadpap/userupload/Issuances/Circulars/Circ2001/COA_C2001-002.pdf>
(visited May 16, 2016).

[154] Exec. Order No. 292, book V, chap. 4, sec. 11(1) provides:

SECTION 11. General Jurisdiction.—(1) The Commission on Audit shall have the power, authority, and duty to examine, audit, and settle all accounts pertaining to the revenue and receipts of, and expenditures or uses of funds and property, owned or held in trust by, or pertaining to, the Government, or any of its subdivisions, agencies, or instrumentalities, including government-owned or controlled corporations with original charters, and on a post-audit basis: (a) constitutional bodies, commissions and offices that have been granted fiscal autonomy under this Constitution; (b) autonomous state colleges and universities; (c) other government-owned or controlled corporations and their subsidiaries; and (d) such non-governmental entities receiving subsidy or equity, directly or indirectly, from or through the Government, which are required by law or the granting institution to submit to such audit as a condition of subsidy or equity. However, where the internal control system of the audited agencies is inadequate, the Commission may adopt such measures, including temporary or special pre-audit, as are necessary and appropriate to correct the deficiencies. It shall keep the general accounts of the Government and, for such period as may be provided by law, preserve the vouchers and other supporting papers pertaining thereto.

[155] Exec. Order No. 292 (1987), Instituting the Administrative Code of 1987.

[156] *Carabao, Inc. v. Agricultural Productivity Commission*, 146 Phil. 236 (1970) [Per J. Teehankee, En Banc].

[157] Exec. Order No. 292, book V, chap. 8, sec. 45(1) provides:

SECTION 45. Disbursement of Government Funds.—(1) Revenue funds shall not be paid out of any public treasury or depository except in pursuance of an appropriation law or other specific statutory authority[.]

[158] Com. Act No. 327 (1938), An Act Fixing the Time within which the Auditor General Shall Render His Decisions and Prescribing the Manner of Appeal Therefrom.

[159] Pres. Decree No. 1445 (1978), secs. 49-50.

[160] Com. Act No. 327 (1938), sec. 1 provides:

Section 1. In all cases involving the settlement of accounts or claims, other than those of accountable officers, the Auditor General shall act and decide the same within sixty days, exclusive of Sundays and holidays, after their presentation. If said accounts or claims need reference to other persons, office or offices, or to a party interested, the period aforesaid shall be counted from the time the last comment necessary to a proper decision is received by him.

Pres. Decree No. 1445 (1978), sec. 49 provides:

Section 49. Period for rendering decisions of the Commission. The Commission shall decide any case brought before it within sixty days from the date of its submission for resolution. If the account or claim involved in the case needs reference to other persons or offices, or to a party interested, the period shall be counted from the time the last comment necessary to a proper decision is received by it.

[161] Pres. Decree No. 1445 (1978), sec. 50 provides:

Section 50. Appeal from decisions of the Commission. The party aggrieved by any decision, order, or ruling of the Commission may within thirty days from his receipt of a copy thereof appeal on certiorari to the Supreme Court in the manner provided by law and the Rules of Court. When the decision, order, or ruling adversely affects

the interest of any government agency, the appeal may be taken by the proper head of that agency.

[162] 146 Phil. 236 (1970) [Per J. Teehankee, En Banc].

[163] Id. at 241.

[164] G.R. No. 181792, April 21, 2014, 722 SCRA 66 [Per J. Mendoza, Third Division].

[165] Id. at 87, citing National Electrification Administration v. Morales, 555 Phil. 74, 84-87 (2007) [Per J. Austria-Martinez, Third Division].

[166] Id.

[167] Id. at 722, Resolution dated February 15, 2000, and 729, Resolution dated October 17, 2000.

[168] Id. at 726.

[169] Id. at 722.

[170] Id. at 33, Petition for Review.

[171] Id.

[172] Id. at 31.

[173] Republic v. Court of Appeals, 359 Phil. 530, 564 (1998) [Per J. Purisima, En Banc].

[174] Id. at 571.

[175] Id. at 564.

[176] G.R. No. 100156, June 27, 1994, 233 SCRA 384 [Per J. Puno, Second Division].

[177] Id. at 388-389.

[178] Philippine Virginia Tobacco Administration v. Gonzales, 180 Phil. 604, 616 (1979) [Per J. Fernandez, First Division].

[179] Manotok Realty, Inc. v. CLT Realty Development Corporation, 512 Phil. 679, 708 (2005) [Per J. Sandoval-Gutierrez, Third Division].

[180] 512 Phil. 679 (2005) [Per J. Sandoval-Gutierrez, Third Division].

[181] Id. at 708.

[182] Id.

[183] Bayer Phil, Inc. v. Agana, 159 Phil. 953, 964 (1975) [Per J. Antonio, Second Division].

[184] Alconera v. Pallanan, A.M. No. P-12-3069, January 20, 2014, 714 SCRA 204, 220 [Per J. Velasco, Third Division].

[185] Teodosio v. Somosa, et al., 612 Phil. 858, 872-873 (2009) [Per Curiam, En Banc].

[186] Rollo (G.R. No. 208212), p. 661, Republic's Consolidated Comment.

[187] Id.

[188] Rollo (G.R. No. 208205), pp. 246-407, TSN, December 20, 2001.

[189] Rollo (G.R. No. 208212), pp. 209-210, Regional Trial Court Order dated March 21, 2003.

[190] Rollo (G.R. No. 208205), pp. 804 and 805, Resolutions dated June 25, 2003 and August 20, 2003.

[191] AM No. 03-06-13-SC (2004).

[192] *Spouses Villaceran v. Beltejar*, 495 Phil. 177, 186 (2005) [Per J. Puno, Second Division].

[193] *Legaspi v. Tobillo*, 494 Phil. 229, 238 (2005) [Per J. Chico-Nazario, Second Division].

[194] 163 Phil. 121 (1976) [Per J. Esguerra, Second Division].

[195] *Id.* at 128.

[196] *Id.* at 571.

[197] Rollo (G.R. No. 208212), p. 56.

[198] *Id.*

[199] Rep. Act No. 1899 (1957), sec. 1 provides:

Section 1. Authority is hereby granted to all municipalities, and chartered cities to undertake and carry out at their own expense the reclamation by dredging, filling, or other means, of any foreshore lands bordering them, and to establish, provide, construct, maintain and repair proper and adequate docking and harbor facilities as such municipalities and chartered cities may determine in consultation with the Secretary of Finance and the Secretary of Public Works and Communications.

[200] Rep. Act No. 1899 (1957), sec. 9 provides:

Sec. 9. The provisions of existing laws to the contrary notwithstanding, municipalities and chartered cities are hereby authorized and empowered to execute by administration any reclamation work or any construction authorized in section one hereof: Provided, That all such works shall be prosecuted on the basis of plans and specifications approved by the Director of Public Works: And provided, further, That the District or City Engineer concerned shall certify every statement of accomplished work that the same is in accordance with the approved plans and specifications.

[201] See J. Romero, Separate Opinion in *Republic v. Court of Appeals*, 359 Phil. 530, 580 (1998) [Per J. Purisima, En Banc].

[202] *Bolos v. Bolos*, 648 Phil. 630, 637 (2010) [Per J. Mendoza, Second Division].

[203] *Id.* at 637.

[204] *Diocese of Bacolod v. Commission on Elections*, G.R. No. 205728, January 21, 2015, 747 SCRA 1, 41-45 [Per J. Leonen, En Banc].

[205] *Macapagal v. People of the Philippines*, G.R. No. 193217, February 26, 2014, 717 SCRA 425, 430-431 [Per J. Peralta, Third Division].

[206] *Diocese of Bacolod v. Commission on Elections*, G.R. No. 205728, January 21, 2015, 747 SCRA 1, 46-47 [Per J. Leonen, En Banc].

[207] Rollo (G.R. No. 208205), p. 6. Atty. Roxas argues that the Court of Appeals committed serious and reversible error when it declared, in the July 16, 2013 Resolution, that Siguion Reyna is RREC's rightful counsel.

[208] Id. at 314-315, Atty. Roxas' letter dated June 22, 2009.

[209] Id. at 314.

[210] Id. at 20.

[211] Id. at 314.

[212] Id. at 21.

[213] Id.

[214] Id. at 314-315.

[215] Id. at 447-449, Letter dated March 15, 2000.

[216] Id. at 5.

[217] 598 Phil. 214 (2009) [Per J. Azcuna, First Division].

[218] Id. at 228, citing Blacks Dictionary; Schnabel v. Taft Broadcasting Co., Inc. Mo. App. 525 S.W. 2d 819, 823; JBP Holding Corporation v. U.S. 166 F. Supp. 324 (1958); Sampliner v. Motion Pictures Patents Co., et al., 225 F. 242 (1918).

[219] Id.

[220] 261 Phil. 266 (1990) [Per Curiam, En Banc].

[221] Id. at 281.

[222] Id.

[223] Nocom v. Camerino, et al., 598 Phil. 214, 228 (2009) [Per J. Azcuna, First Division].

[224] Conjugal Partnership of Spouses Cadavedo, et al. v. Lacaya, married to Legados, G.R. No. 173188, January 15, 2014, 713 SCRA 397, 417 [Per J. Brion, Second Division].

[225] Rollo (G.R. No. 208205), p. 315, Atty. Roxas' letter dated June 22, 2009.

[226] Due to Atty. Roxas' actions, RREC terminated the services of RGR & Associates. It also withdrew the cases against the Court of Appeals Associate Justices.

[227] Rollo (G.R. No. 208205), p. 348, RREC's Position Paper.

[228] Id. at 684.

[229] 524 Phil. 37 (2006) [Per J. Puno, Second Division].

[230] Id. at 58.

[231] 347 Phil. 687 (1997) [Per Curiam, En Banc].

[232] Id. at 693.

[233] Rollo (G.R. No. 208205), p. 352, RREC's Position Paper.

[234] Id. at 353.

[235] 121 Phil. 1239 (1965) [Per J. Reyes, En Banc].

[236] RULES OF COURT, Rule 45, sec. 1 provides:

SEC. 1. Filing of petition with Supreme Court. — A party desiring to appeal by certiorari from a judgment or final order or resolution of the Court of Appeals, the Sandiganbayan, the Regional Trial Court or other courts whenever authorized by law, may file with the Supreme Court a verified petition for review on certiorari. The petition shall raise only questions of law which must be distinctly set forth.

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