

**SPOUSES CATALINO C. POBLETE AND ANITA O. POBLETE,
PETITIONERS, VS. BANCO FILIPINO SAVINGS AND MORTGAGE BANK,
BF CITILAND CORPORATION AND REGISTER OF DEEDS OF LAS PIÑAS
CITY, RES...**

G.R. No. 228620. June 15, 2020

Ponente: LOPEZ, J.

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LOPEZ, J.:

The application of the doctrine of immutability of a final judgment is the core issue in this Petition for Review on Certiorari under Rule 45 of the Rules of Court assailing the Court of Appeals' (CA) Decision[1] dated June 21, 2016 in CA-G.R. SP No. 135476, which affirmed the Regional Trial Court's (RTC) Order dated February 14, 2014 denying the motion for issuance of an alias writ of execution.

ANTECEDENTS

BF Homes Corporation and Spouses Nestor and Purisima Villaroman (Spouses Villaroman) entered into a joint venture agreement to develop their land into a subdivision. In 1974, the Spouses Villaroman agreed to sell in favor of Spouses Oscar and Lourdes Balagot (Spouses Balagot) three lots identified as Lot Nos. 33, 35, and 37 registered under Transfer Certificate of Title (TCT) Nos. S-22263, S-22264 and S-22265, respectively. In 1980, the Spouses Balagot transferred their rights over the properties to Spouses Catalino and Anita Poblete (Spouses Poblete). Upon full payment of the purchase price, Spouses Villaroman and Spouses Poblete executed the corresponding deeds of absolute sale.[2]

However, Spouses Villaroman did not deliver the certificates of title. Thus, Spouses Poblete filed an action against Spouses Villaroman to surrender the titles before the RTC Branch 138 of Makati City docketed as Civil Case No. 6599. In 1984, the RTC Branch 138 ordered Spouses Villaroman to surrender the titles to Spouses Poblete. Yet, Spouses Villaroman failed to comply with the Decision.[3]

Unknown to Spouses Poblete, the Spouses Villaroman mortgaged the lots to Banco Filipino Savings and Mortgage Bank (Banco Filipino). When Spouses Villaroman failed to pay their indebtedness, Banco Filipino foreclosed the mortgage and emerged as the highest bidder at the public auction sale. The one-year redemption period expired without Spouses Villaroman redeeming the mortgage. Later, Banco Filipino sold the properties to BF Citiland Corporation (BF Citiland).[4]

In 1998, Banco Filipino petitioned for the issuance of a writ of possession over the lots docketed as Land Registration Case (LRC) Case No. LP-98-0304. The Spouses Poblete received a notice of hearing and was surprised to discover the mortgage and its foreclosure. Thus, Spouses Poblete filed an action against Spouses Villaroman, Banco Filipino, BF Citiland and the Register of Deeds (RD) of Las Piñas City to annul the mortgage and the foreclosure sale docketed as Civil Case No. LP-98-173. Spouses Poblete alleged that they purchased the lots from Spouses Villaroman prior to the mortgage transaction with Banco Filipino. The cases were both raffled

to the RTC Branch 255 of Las Piñas City.[5]

Subsequently, the RTC Branch 255 dismissed the case against BF Citiland after it sold the properties back to Banco Filipino. Meantime, Banco Filipino registered the lots in its name and was issued TCT Nos. T-62700, T-78887 and T-78888 over Lot Nos. 33, 35 and 37, respectively.[6] On February 24, 2009, the RTC Branch 255 rendered a joint Decision denying the complaint in Civil Case No. LP-98-173 and dismissing the petition in LRC Case No. LP-98-0304 for lack of merit,[7] to wit:

WHEREFORE, premises considered, the Court hereby renders judgment as follows:

1. With respect to Civil Case No. LP-98-173, the "Complaint" dated 02 July 1998 filed by plaintiffs-intervenors Sps. Catalina and Anita Poblete is DISMISSED for lack of merit. As to the counterclaims of defendant-petitioner Banco Filipino Savings and Mortgage Bank, the same is DENIED for being bereft of any basis; and
2. With respect to LRC Case No. LP-98-0304, the "Petition" dated 03 July 1998 initiated by the defendant-petitioner Banco Filipino is DISMISSED as well for being unmeritorious.

No pronouncement as to costs.

SO ORDERED.[8]

Spouses Poblete and Banco Filipino separately appealed to the CA which were consolidated and docketed as CA-G.R. CV Nos. 94420 and 95152. In its Decision dated October 7, 2011, the CA reversed the RTC's ruling in Civil Case No. LP-98-173 and ruled that Spouses Poblete are entitled to the lots. It declared the mortgage between Spouses Villaroman and Banco Filipino void because it was not approved by the Housing and Land Use Regulatory Board. It likewise held that Banco Filipino is not a mortgagee in good faith. On the other hand, the CA affirmed the dismissal of Banco Filipino's petition for the issuance of a writ of possession in LRC Case No. LP-98-0304,[9] viz.:

WHEREFORE, in view of the foregoing, the assailed joint decision dated February 24, 2009 in Civil Case No. LP-98-173 of the Regional Trial Court, Branch 255, Las Piñas City is hereby REVERSED AND SET ASIDE.

Plaintiffs-appellants Sps. Catalino C. Poblete and Anita O. Poblete are hereby declared the owners of the subject properties. Defendant-appellee Banco Filipino and all persons acting for and in its behalf are hereby ordered to refrain from committing acts of dispossession against plaintiffs-appellants Sps. Catalino C. Poblete and Anita O. Poblete.

The rest of the assailed judgment as regards LRC Case No. LP-98-0304 STAYS.

SO ORDERED.[10] (Emphasis supplied.)

The CA's Decision lapsed into finality.[11] Thus, Spouses Poblete moved for the issuance of a writ of execution.[12] On July 26, 2013, the RTC Branch 255 granted the motion[13] and issued the writ directing the sheriff to enforce the judgment in CA-G.R. CV Nos. 94420 and 95152,[14] thus:

NOW, THEREFORE, you are hereby commanded to demand from Banco Filipino, the judgment of (sic) obligor, and all persons acting for and its behalf, "to refrain from committing acts of dispossession against plaintiffs-appellants Sps. Catalino C. Poblete and Anita O. Poblete", relative to the subject property located at Lots 33, 35 and 37 of Block 6, Phase 4, BF Homes, Parañaque, Villaroman Portion and covered by Transfer Certificates of Title Nos. S-22263, S-22264 and S-22265.[15] (Emphasis supplied.)

Thereafter, Spouses Poblete moved for the issuance of an alias writ of execution alleging that the original writ is incomplete since it did not order Banco Filipino to surrender and transfer the certificates of title in their names.

Spouses Poblete averred that the appellate court declared them as owners of the properties but it is absurd that the titles still remains with Banco Filipino.[16]

On February 14, 2014, the RTC Branch 255 denied the motion explaining that an order of execution cannot vary the terms of the judgment. Moreover, a party declared as an owner is not automatically granted the title over the property.[17] Unsuccessful at a reconsideration,[18] Spouses Poblete filed a petition for certiorari with the CA docketed as CA-G.R. SP No. 135476 ascribing grave abuse of discretion to the RTC Branch 255 in not ordering the surrender and transfer of certificates of title in their names.[19]

On June 21, 2016, the CA dismissed the petition and ruled that the execution must substantially conform to the dispositive portion of the judgment. It noted that the Decision in CA-G.R. CV Nos. 94420 and 95152 did not direct Banco Filipino to surrender and transfer the certificates of title to Spouses Poblete. Any modification violates the doctrine of immutability of final judgment.[20] Spouses Poblete sought reconsideration but was denied.[21] Hence, this petition.

Spouses Poblete argued that the execution of judgment must include all its logical effects although not expressed in the dispositive portion. Yet, the RTC and the CA interpreted the Decision in a restrictive manner and disregarded its true meaning. Also, the Banco Filipino's continued refusal to surrender the certificates of title constitutes an act of dispossession that must be stopped consistent with the tenor of the judgment in CA-G.R. CV Nos. 94420 and 95152.[22]

In contrast, Banco Filipino maintained that the RTC is correct in issuing a writ of execution which is limited only to the dispositive portion. The motion for issuance of an alias writ of execution is a clear attempt of Spouses Poblete to modify a final judgment. The Spouses Poblete should avail the remedy under Section 107 of the Property Registration Decree for the surrender of withheld duplicate certificates.[23] Similarly, the RD claimed that the decision is silent as to the surrender and transfer of certificates of title from Banco Filipino to Spouses Poblete.[24] For its part, BF Citiland invoked *res judicata* and lack of cause of action given that the RTC Branch 255 had dismissed the case against it with finality.[25]

RULING

The petition is meritorious.

Prefatorily, BF Citiland should no longer be impleaded as a party in this proceedings. The RTC Branch 255 had dismissed the complaint in Civil Case No. LP-98-173 against BF Citiland after it sold the properties back to Banco Filipino. BF Citiland has no more interest over the lots and cannot be considered as an entity acting for or in behalf of Banco Filipino. As such, we limit this decision as to the rights and obligations between Spouses Poblete and Banco Filipino based on the final and executory judgment in CA-G.R. CV Nos. 94420 and 95152.

Notably, a judgment becomes final by operation of law. The finality of a decision becomes a fact when the reglementary period to appeal expires and no appeal is perfected within such period.[26] Here, it is undisputed that the CA Decision in CA-G.R. CV Nos. 94420 and 95152 declaring Spouses Poblete the owners of the lots and ordering Banco Filipino to refrain from committing acts of dispossession already lapsed into finality. The records attest to this circumstance and the parties do not contest this fact. Thus, we find it necessary to discuss first the effects of a final judgment.

A decision that acquired finality is executory, immutable and unalterable subject to certain exceptions.

All the issues between the parties are deemed resolved and laid to rest once a judgment becomes final.[27] No other action can be taken on the decision[28] except to order its execution.[29] The courts cannot modify the

judgment to correct perceived errors of law or fact.[30] Public policy and sound practice dictate that every litigation must come to an end at the risk of occasional errors.[31] This is the doctrine of immutability of a final judgment. The rule, however, is subject to well-known exceptions, namely, the correction of clerical errors, nunc pro tunc entries, void judgments, and supervening events.[32]

A clerical error is exemplified by typographical mistake or arithmetic miscalculation. It also includes instances when words are interchanged or when inadvertent omissions create ambiguity.[33] Similarly, a nunc pro tunc judgment or order is issued to make the record speak of a judicial action which has been actually taken but had been omitted either through inadvertence or mistake. It may be rendered only in the presence of data regarding the judicial act sought to be recorded and if none of the parties will be prejudiced.[34]

On the other hand, a void judgment produces no legal or binding effect. It never acquires the status of a final and executory judgment and is subject to both direct and collateral attack.[35] Lastly, the happening of a supervening event is a ground to set aside or amend a final judgment. It must transpire after the judgment becomes final and executory. It must likewise change or affect the substance of the decision and render its execution inequitable.[36]

Not one of these exceptions is present in this case. Yet, compelling reason exists to exclude this case from the application of the doctrine of immutability of a final judgment. This Court has recognized that the dispositive portion of a final and executory judgment may be amended to rectify an inadvertent omission of what it should have logically decreed based on the discussion in the body of the Decision. The Court is vested with inherent authority to effect the necessary consequence of the judgment. However, it should be limited to explaining a vague or equivocal part of the judgment which hampers its proper and full execution. The Court cannot modify or overturn its Decision in the guise of clarifying ambiguous points.[37]

The dispositive portion of the CA's final judgment in CA-G.R. CV Nos. 94420 and 95152 must be clarified to carry out the Decision into effect.

There is no question that a court may clarify a final and executory judgment to carry out its necessary consequences. In *Republic Surety and Insurance Co., Inc. v. Intermediate Appellate Court*,^[38] we clarified a final judgment of an ambiguity arising from inadvertent omission of what might be described as a logical follow-through of something set forth in its body and dispositive portion. In that case, the Court affirmed the trial court's Decision declaring the contract between the parties void and ordering the petitioners to vacate the property and surrender its possession to the private respondents. The judgment became final and executory. However, the RD refused to cancel the existing transfer certificate of title and to revive the old title because these were not mentioned in the dispositive portion of the trial court's Decision. Aggrieved, the private respondents moved for clarificatory inquiry. The petitioners opposed arguing that only the dispositive portion is subject to execution and that the private respondents must seek their relief in a separate suit. We held that the missing "order to cancel and revive" should be deemed implied in the trial court's Decision nullifying the contract,^[39] thus:

What is involved here is not what is ordinarily regarded as a clerical error in the dispositive part of the decision of the Court of First Instance, which type of error is perhaps best typified by an error in arithmetical computation. At the same time, what is involved here is not a correction of an erroneous judgment or dispositive portion of a judgment. What we believe is involved here is in the nature of an inadvertent omission on the part of the Court of First Instance (which should have been noticed by private respondents' counsel who had prepared the complaint), of what might be described as a logical follow-through of something set forth both in the body of the decision and in the dispositive portion thereof: the inevitable follow-through, or translation into, operational or behavioral terms, of the annulment of the Deed of Sale with Assumption of Mortgage, from which petitioners' title or claim of title embodied in TCT 133153 flows. The dispositive portion of the decision itself declares the nullity ab initio of the simulated Deed of Sale with Assumption of

Mortgage and instructed the petitioners and all persons claiming under them to vacate the subject premises and to turn over possession thereof to the respondent-spouses. Paragraph B of the same dispositive portion, confirming the real estate mortgage executed by the respondent-spouses also necessarily assumes that Title No. 133153 in the name of petitioner Republic Mines is null and void and therefore to be cancelled, since it is indispensable that the mortgagors have title to the real property given under mortgage to the creditor (Article 2085 [2], Civil Code).

X X X X

There are powerful considerations of an equitable nature which impel us to the conclusions we reach here. Substantial justice cannot be served if the petitioner Republic Mines, having absolutely no right, legal or equitable, to the property involved, its claim thereto being based upon a transaction which was not only simulated but also immoral and unconscionable, should be allowed to retain the Transfer Certificate of title in its name. The petitioner would thereby be in a position to inflict infinite mischief upon the respondent-spouses whom they deprived for 15 years of the possession of the property of which they were and are lawful owners, and whom they compelled to litigate for 15 years to recover their own property. The judicial process as we know it and as administered by this Court cannot permit such a situation to subsist. It cannot be an adequate remedy for the respondent-spouses to have to start once more in the Court of First Instance, to ask that court to clarify its own judgment, a process which could be prolonged by the filing of petitions for review in the Court of Appeals and eventually in this Court once more. Public policy of the most fundamental and insistent kind requires that litigation must at last come to an end if it is not to become more pernicious and unbearable than the very injustice or wrong sought to be corrected thereby. That public policy demands that we cut this knot here and now.[40] (Emphases supplied.)

The ruling was cited and applied in the cases of *State Investment House, Inc. v. Court of Appeals*,[41] *Bacolod City Water District v. Bayona*,[42] and *Dela Merced v. Government Service Insurance System*. [43]

In *State Investment House, Inc.*, this Court observed that the dispositive portion of the trial court's final judgment was ambiguous and cryptic. Nevertheless, it assumed that the judge was meant to decide in accordance with the law. Thus, we clarified the trial court's Decision to include the payment of regular or monetary interest lest it would constitute unjust enrichment.[44] In *Bacolod City Water District*, this Court held that there is an inadvertent omission on the part of the Civil Service Commission (CSC) to provide a translation of its final and executory rulings into operational terms. Hence, the CSC correctly clarified the dispositive portion of its Decisions to include the payment of back salaries and other benefits to the respondent as a necessary consequence of his reinstatement.

In *Dela Merced*, we clarified the final judgment to include the cancellation of derivative titles and to supply necessary documents and information for the proper enforcement of the Decision. In that case, the Court reinstated the trial court's Decision and declared void the foreclosure sale of lots. It also ordered the RD to cancel the Government Service Insurance System's (GSIS) certificates of title and to register new titles in the petitioners' name. A writ of execution was issued. However, the RD could not implement the order because the GSIS already conveyed the lots to transferees pendente lite, who were subsequently given derivative titles. Aggrieved, the petitioners moved for a supplemental writ of execution before the trial court but was denied. On appeal, the Court set aside the trial court's Order and held that a final judgment may be enforced against transferees who took the properties with notice of lis pendens because the action is binding on the litigants' privies and successors-in-interest. Their inclusion in the writ of execution does not vary or exceed the terms of the judgment. In the same way, the inclusion of the derivative titles in the writ of execution will not alter the Decision,[45] viz.:

When a judgment calls for the issuance of a new title in favor of the winning party (as in the instant case), it logically follows that the judgment also requires the losing party to surrender its title for cancellation. It is the

only sensible way by which the decision may be enforced. To this end, petitioners can obtain a court order requiring the registered owner to surrender the same and directing the entry of a new certificate of title in petitioners' favor. The trial court should have granted petitioners' motion for supplemental writ of execution as it had authority to issue the necessary orders to aid the execution of the final judgment.

GSIS's objection that these orders cannot be enforced because they do not literally appear in the Decision in G.R. No. 140398 is unreasonable. GSIS would have the Court spell out the wheres, whys, and hows of the execution. GSIS wants a dispositive portion that is a step-by-step detailed description of what needs to be done for purposes of execution. This expectation is unreasonable and absurd.[46] (Emphasis supplied.)

A similar question was settled in the recent case of *His Pin Liu v. Republic*,[47] pursuant to Section 6, Rule 135 of the Rules of Court[48] or the inherent residual authority of the trial court to carry its jurisdiction into effect, thus:

While the RTC Decision does not expressly include the cancellation of certificates of title subsequently derived and issued from the original certificates of title in the names of spouses Gaspar, the reversion of the subject lots to the government or the public domain cannot be fully effected without the cancellation of such derivative titles.

x x x x

The CA was correct in invoking the residual authority of the RTC. As authorized by Section 6, Rule 135 of the Rules, the RTC may issue all auxiliary writs, processes and other means necessary to carry its jurisdiction into effect, and if the procedure to be followed in the exercise of such jurisdiction is not specifically pointed out by law or by the Rules, any suitable process or mode of proceeding may be adopted which appears conformable to the spirit of the said law or Rule. It cannot be denied that the Challenged Order was issued by the RTC to execute its Decision of April 20, 1999, specifically ordering the reversion of the subject lots to the government (Emphasis supplied.)

A cogent reference to the above doctrines established the authority of the courts to clarify and effect the necessary consequences of their judgments. Here, the Order to surrender and transfer the certificates of title is deemed implied from the Decision declaring Spouses Poblete as owners of the lots and ordering Banco Filipino to refrain from committing acts of dispossession. The fact that it was not mentioned in the dispositive portion is of no moment. A judgment is not confined to what appears on its face but extends as well to those necessary to carry out the Decision into effect.[49] Moreover, the reliefs that Banco Filipino surrender and reconvey the titles were included in Spouses Poblete's memorandum[50] in LRC Case No. LP-98-0304 and in their appellants' brief[51] in CA-G.R. CV No. 94420. Lastly, Banco Filipino has no right over the properties. It should not be permitted to retain the titles over the lots on the basis of a void transaction. Otherwise, it would unjustly deprive Spouses Poblete of their right as owners to register the lots in their names and subject them to threats of dispossession. These consequences are manifestly contrary to the final judgment in CA-G.R. CV Nos. 94420 and 95152 and would subvert the very purpose of bringing this case for a complete resolution.

FOR THESE REASONS, the petition is GRANTED. The Court of Appeals' Decision dated June 21, 2016 in CA-G.R. SP No. 135476 and the Regional Trial Court's Order dated February 14, 2014 denying the motion for issuance of alias writ of execution are REVERSED and SET ASIDE. The Court of Appeals' Decision dated October 7, 2011 in CA-G.R. CV Nos. 94420 and 95152 is clarified to read as follows:

WHEREFORE, in view of the foregoing, the assailed joint decision dated February 24, 2009 in Civil Case No. LP-98-173 of the Regional Trial Court, Branch 255, Las Piñas City is hereby REVERSED AND SET ASIDE.

Plaintiffs-appellants Sps. Catalino C. Poblete and Anita O. Poblete are hereby declared the owners of the subject properties. Defendant-appellee Banco Filipino and all persons acting for and in its behalf are hereby

ordered to refrain from committing acts of dispossession against plaintiffs-appellants Sps. Catalino C. Poblete and Anita O. Poblete.

Moreover, Banco Filipino is required to surrender TCT Nos. T-62700, T-78887 and T-78888 for cancellation. Thereafter, the Register of Deeds is ordered to revive TCT Nos. S-22263, S-22264 and S-22265 and to issue new certificates of title in the name of Spouses Poblete.

The rest of the assailed judgment as regards LRC Case No. LP-98-0304 STAYS.

SO ORDERED.

The Regional Trial Court is ordered to ISSUE the writ of execution in accordance with the above clarified dispositive portion with dispatch.

SO ORDERED.

Peralta, C.J., (Chairperson), Caguioa, J. Reyes, Jr., and Lazaro-Javier, JJ., concur.

[1] Rollo, pp. 30-45; penned by Associate Justice Carmelita Salandanan Manahan, with the concurrence of Associate Justices Japar B. Dimaampao and Franchito N. Diamante.

[2] Id. at 7, 32, 54-55, 71-72 and 88-96.

[3] Id. at 8 and 33.

[4] Id. at 97-100.

[5] Id. at 73-74.

[6] Id. at 9 and 34.

[7] Id. at 88-121.

[8] Id. at 121.

[9] Id. at 156-193; penned by Associate Justice Remedios A. Salazar-Fernando, with the concurrence of Associate Justices Michael P. Elbinias and Elihu A. Ybañez.

[10] Id. at 192.

[11] Id. at 194.

[12] Id. at 196-200.

[13] Id. at 201.

[14] Id. at 202-203.

[15] Id. at 203.

[16] Id. at 204-209.

[17] Id. at 210-211.

[18] Id. at 212-217; and 218-219.

[19] Id. at 220-241.

[20] Id. at 30-45.

[21] Id. at 46-49.

[22] Id. at 3-28.

[23] Id. at 282-298.

[24] Id. at 265-266.

[25] Id. at 322-328.

[26] *Social Security System v. Isip*, 549 Phil. 112, 116 (2007); and *Vlason Enterprises Corporation v. Court of Appeals*, 369 Phil. 269, 296 (1999).

[27] *Ang v. Dr. Grageda*, 523 Phil. 830, 847 (2006).

[28] *Natalia Realty, Inc. v. Judge Rivera*, 509 Phil. 178, 186 (2005).

[29] *Times Transit Credit Coop., Inc. v. NLRC*, 363 Phil. 386, 392 (1999), citing *Yu v. NLRC*, 315 Phil. 107, 120 (1995).

[30] *Alba Patio de Makati v. NLRC*, 278 Phil. 370, 376 (1991).

[31] *Paramount Insurance Corp. v. Judge Japzon*, 286 Phil. 1048, 1056 (1992).

[32] *FGU Insurance Corp. v. RTC of Makati City, Branch 66*, 659 Phil. 117, 123 (2011). See also *Heirs of Maura So v. Obliosca*, 566 Phil. 397, 408 (2003), citing *Sacdalán v. CA*, 72 Phil. 652, 670-671 (2004).

[33] *Spouses Mahusay v. B.E. San Diego, Inc.*, 666 Phil. 528, 536 (2011); *Baguio v. Hon. Bandal, Jr.*, 360 Phil. 865, 870 (1998); and *Filipino Legion Corp. v. CA*, 155 Phil. 616, 633 (1974).

[34] *Go v. Echavez*, 765 Phil. 410, 423-424, (2015); *Briones-Vasquez v. CA*, 491 Phil. 81, 92 (2005); *Maramba v. Lozano*, 126 Phil. 833, 837 (1967); and *Lichauco v. Tan Pho*, 51 Phil. 862 (1923).

[35] *Imperial v. Judge Armes*, 804 Phil. 439, 460 (2017); *Gonzales v. Solid Cement Corporation*, 697 Phil. 619, 630 (2012); *Nazareno v. CA*, 428 Phil. 32 (2002); *Estoesta, Sr. v. Court of Appeals*, 258-A Phil. 779 (1989); and *Gomez v. Concepcion*, 47 Phil. 717 (1925).

[36] *NPC Drivers and Mechanics Association v. National Power Corp.*, 737 Phil. 210 (2014); *Bani Rural Bank, Inc. v. De Guzman*, 721 Phil. 84 (2013); *Roman Catholic Archbishop of Caceres v. Heirs of Abella*, 512 Phil. 408 (2005); *Natalia Realty, Inc. v. Court of Appeals*, 440 Phil. 1 (2002); and *Javier v. Court of Appeals*, 296 Phil. 580 (1993).

[37] *Teh v. Tan*, 650 Phil. 130 (2010) citing *Heirs of Bayot v. Baterbonia*, 480 Phil. 126 (2004).

[38] 236 Phil. 332 (1987).

[39] Id. at 341. The Court clarified the dispositive portion to read as follows:

"WHEREFORE, premises considered, judgment is hereby rendered in favor of the defendants-plaintiffs Domingo Fernandez and Felicisima T. Fernandez, declaring the:

a)

Deed of Sale with Assumption of Mortgage executed on September 5, 1968 or Exhibit "A" NULL AND VOID, ab initio; ordering the Register of Deeds of Quezon City to recall and cancel Transfer Certificate of

Title No. 133153 issued by that Office to defendant Republic Mines and Investment Co., Inc., and thereafter to re-issue Transfer Certificate of Title No. 30154 or to issue a new certificate of title in the name of the Spouses Domingo Fernandez and Felicisima Fernandez; and ordering the plaintiffs-defendants Republic Surety and Insurance Co., Inc., Republic Mines and Investment Co., Inc., Francisco Koh, German Songco and Antonio Koh and all persons claiming rights under them to vacate the subject premises at 14 Col. Salgado, Kamias District, Quezon City and to turn over possession of the premises to the Spouses Domingo Fernandez and Felicisima Fernandez.

x x x" (Emphasis supplied.)

[40] Id. at 338-341.

[41] 275 Phil. 433 (1991).

[42] 563 Phil. 825 (2007).

[43] 677 Phil. 88 (2011).

[44] The Court clarified the dispositive portion to read as follows: "(1) Ordering defendants to immediately release the pledge and to deliver to the plaintiff spouses Rafael and Refugio Aquino the shares of stock enumerated and described in paragraph 4 of said spouses' complaint dated 17 July 1984, upon full payment of the amount of P110,000.00 plus seventeen percent (17%) per annum regular interest computed from the time of maturity of the plaintiffs' loan (Account No. IF-82-0904-AA) and until full payment of such principal and interest to defendants:

x x x" (Emphasis Supplied)

[45] The Court clarified the dispositive portion to read as follows:

"WHEREFORE, in view of the foregoing, the petition is GRANTED. The decision of the Court of Appeals is REVERSED AND SET ASIDE.

The decision of the Regional Trial Court of Pasig City, Branch 160, in Civil Case Nos. 51410 and 51470, is REINSTATED. The foreclosure sale of Lot Nos. 6, 7, 8 and 10 of Block 2 and Lot 8 of Block 8 of the property originally covered by TCT No. 26105, and the subsequent certificates of titles issued to GSIS as well as TCT No. PT-94007 in the name of Elizabeth Manlongat, and their respective derivative titles are declared NULL AND VOID.

The Register of Deeds of Pasig City is ordered to CANCEL all present certificates of title covering the above-mentioned properties, whether contained in individual titles or in a mother title, in the name of GSIS and Elizabeth Manlongat or in the name of their privies, successors-in-interest or transferees pendente lite, and to ISSUE new certificates of title over the same in the name of petitioners as co-owners thereof.

GSIS and the Bureau of Lands are ordered to supply the necessary documents and information for the proper enforcement of the above orders.

Respondents GSIS and spouses Victor and Milagros Manlongat are ORDERED to pay, jointly and severally, attorney's fees in the increased amount of P50,000.00, and to pay the costs.

SO ORDERED." (Emphases supplied.)

[46] Supra note 43, at 108.

[47] G.R. No. 231100, January 15, 2020.

[48] Section 6. Means to carry jurisdiction into effect. — When by law jurisdiction is conferred on a court or

judicial officer, all auxiliary writs, processes and other means necessary to carry it into effect may be employed by such court or officer; and if the procedure to be followed in the exercise of such jurisdiction is not specifically pointed out by law or by these rules, any suitable process or mode of proceeding may be adopted which appears comfortable to the spirit of the said law or rules.

[49] This Court held that when interpreting the dispositive portion of the judgment, the findings of the court as found in the whole decision must be considered; a decision must be considered in its entirety, not just its specific portions, to grasp its true intent and meaning. Moreover, a judgment is not confined to what appears upon the face of the decision, but extends to those necessarily included therein or necessary thereto. See *Vargas v. Cajucom*, 761 Phil. 43 (2015), citing *San Miguel Corporation v. Teodosio*, 617 Phil. 399 (2009); and *De Leon v. Public Estates Authority*, 640 Phil. 594 (2010).

[50] Rollo, p. 64.

[51] *Id.* at 84.

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