

**BALINTAWAK CONSTRUCTION SUPPLY CORPORATION,
PETITIONER, VS. HON. MANUEL E. VALENZUELA AND G.M. WOOD
EXPORT INDUSTRIES, INC. RESPONDENTS.**

G.R. No. 57525. August 30, 1983

Ponente: MELENCIO-HERRERA, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-57525/>

MELENCIO-HERRERA, J.:

The issue raised in this Petition for Certiorari and Prohibition with Preliminary Injunction is whether respondent Judge of the then Court of First Instance of Rizal, Branch XXIX, Pasay City, can, pursuant to an attachment order he had earlier issued against the properties of private respondent in Civil Case No. 7928-P entitled "Traders Royal Bank vs. G. M. Export Industries, Inc., et al.", enjoin the enforcement of a final and executory decision of the City Court of Caloocan, Branch II, in Civil Case No. 13446 entitled "Balintawak Construction Supply Corp. vs. G. M. Wood Export Industries, Inc.", ordering the ejectment of private respondent from leased premises owned by petitioner with payment of back rentals.

As indicated above, two cases before two different Courts are involved, with private respondent G. M. Wood Export Industries, Inc. (GM WOOD, for short) being the defendant in both.

1. CC No. 13446 before the Caloocan City Court entitled "Balintawak Construction Supply Corp. vs. G. M. Wood Industries", for Ejectment (City Court Case).

In this suit, petitioner Balintawak Construction Supply Corporation (BALINTAWAK, for brevity) as lessor, filed a complaint for Ejectment against GM WOOD, as lessee, for non-payment of rentals. GM WOOD was declared in default for failure to file an Answer despite service of summons and Com-plaint. Judgment was rendered on December 3, 1979 after an ex-parte presentation of petitioner's evidence, ordering GM WOOD to:

- "1. Immediately vacate the leased premises at 148 8th Street, between 10th and 11th Avenue, Kaloocan City, Metro Manila and surrender possession thereof to the plaintiff;
2. Pay the plaintiff the total sum of ONE HUNDRED NINE THOU-SAND, EIGHT HUNDRED SEVENTY SEVEN PESOS AND SIXTY CENTAVOS (P109,877.60) covering rental arrearages from April, 1979 up to October, 1979, at the rate of P15,696.80 a month, and thereafter the sum of FIFTEEN THOUSAND SIX HUNDRED NINETY SIX PESOS AND EIGHTY CENTAVOS (P15,696.80) a month until the leased premises is finally vacated and possession thereof completely surren-dered to the plaintiff, plus an additional amount of P50.00 and interest of 12% of the total amount due;
3. Pay the plaintiff attorney's fees in the amount equivalent to 25% of the total amount due; and
4. Pay the costs of the suit."

On Certiorari by GM WOOD, whereby it sought to enjoin the enforcement of the original Writ of Execution in the Ejectment case, the Court of First Instance of Caloocan City, Branch XXXIV, dismissed the petition.

Elevated to this Court, also on Certiorari, with GM WOOD challenging the default judgment by the Caloocan City Court and the dismissal of its Certiorari Petition by the Caloocan Court of First Instance (G.R. No. L-54410 entitled *G. M. Wood Export Industries, Inc. vs. Hon. Bernardo P. Pardo, et al.*),^[1] we similarly denied Certiorari for lack of merit on December 12, 1980.

On April 15, 1981, the Caloocan City Court granted petitioner's Motion for the issuance of a third Alias Writ of Execution.^[2] But, as a consequence of the challenged Order of the Court of First Instance of Rizal, dated April 29, 1981, the Caloocan City Court held in abeyance enforcement of that Writ of Execution in its Order of May 22, 1981.^[3]

2. CC No. 7928-P before Court of First Instance of Rizal Branch XXIX, at Pasay City entitled "*Traders Royal Bank vs. G. M. Wood Export Industries, Inc.*" for Sum of Money (CFI Case).

In this action, Traders Royal Bank filed a complaint against GM WOOD and its President-General Manager, Sonia Gonzales, for the recovery of the principal amount of P3,540,197.34 representing unpaid export advances. As prayed for, on March 7, 1980, respondent Judge issued a Writ of Attachment on the machineries, assorted lumber and office equipment of GM WOOD found in the factory situated at Caloocan City leased from BALINTAWAK. On April 29, 1980, attachment was partially lifted as agreed upon by the parties, to enable GM WOOD to continue with its operations and meet the obligations to Traders Royal Bank.^[4] Thus, GM WOOD was allowed to continue with its business including the operation of its factory at Caloocan City, using its machinery and office equipment that had been levied upon.

On April 28, 1981, GM WOOD filed a manifestation in the CFI case stating that the Deputy Sheriff assigned to the Caloocan City Court was about to disturb the properties under attachment by virtue of an Ejectment Order and moved that the Sheriff be enjoined from doing so. As prayed for, respondent Judge issued the Order of April 29, 1981, challenged herein, reading as follows:

ORDER

For immediate resolution is the Manifestation and Motion To Implement Order of March 24, 1981 dated April 28, 1981 filed by Ceferino P. Padua, counsel for the defendants.

In this motion, Atty. Padua stated:

'2. It has come to the knowledge of the defendants that the Deputy Sheriff assigned to the City Court, Branch II of Caloocan City, is about to interfere with, or otherwise disturb, the machineries or other properties found in the factory of defendants, which are under custodia legis, by virtue of an alleged order of ejectment of the said inferior court. The said order would virtually affect the modified attachment issued by this Court by which the various creditors of defendants, particularly the plaintiff bank, would be duly paid by defendants.

3. In other words, an implementation of the order of ejectment at this stage, while payment of back rentals may still be subject of arrangement, could in effect upset the entire scheme thought out by the parties which was the basis of the order of April 29, 1980.'

The motion is hereby granted.

WHEREFORE, as prayed for, the Deputy Sheriff of Caloocan City Court, Branch II and persons acting for and in his behalf are directed to desist from disturbing, or otherwise interfering, with the machineries and other properties found in the factory of defendants and in other premises leased and/or owned by defendants until further orders from this Court and the Station Commander of Caloocan City, the PC-INP and the METROCOM authorities assigned to the areas where the properties of the defendants are located are directed

to assist the defendants and Mr. Alejandro Reyes to carry out this Order.

SO ORDERED."

By way of special appearance, petitioner filed a Motion for Reconsideration with respondent Judge alleging lack of jurisdiction to issue the afore-quoted Order, in the nature of an injunction, in so far as the ejectment aspect of the Caloocan City Court case is concerned, without notice, and that the same could not be enforced outside Pasay City. Respondent Judge, in an Order dated June 5, 1981, refused to take cognizance of the Motion as petitioner was not a party in the CFI case and had no personality to file any pleading unless pursued in a proper proceeding under the Rules.

That denial prompted the filing of this Petition for Certiorari and Prohibition seeking to annul the Orders of April 29, 1981 and June 5, 1981 issued by respondent Judge. On August 5, 1981, we issued a Temporary Restraining Order enjoining the enforcement of respondent Judge's Order, dated April 29, 1981.

Upon the facts, we hold that respondent Judge of the Court of First Instance of Rizal, at Pasay City, acted with grave abuse of discretion tantamount to lack of or excess of jurisdiction in enjoining the enforcement of a final and executory judgment for ejectment of the City Court of Caloocan.

It is basic that once a judgment becomes final, the prevailing party is entitled as a matter of right to a Writ of Execution, and the issuance thereof is the Court's ministerial duty, compellable by Mandamus. In fact, it has been fittingly said that "an execution is the fruit and end of the suit, and is very aptly called the life of the law." [5] Petitioner, therefore, as the prevailing party was entitled as a matter of right to the execution of the judgment of ejectment in its favor that had become final and executory. Particularly so when it is considered that the machineries, assorted lumber and office equipment, which are the subject of the attachment order, belong to GM WOOD, but the leased premises do not. The building itself belongs to petitioner as lessor and should not be subject to the attachment order issued by respondent Judge. The right to possession of the leased premises belongs to petitioner by virtue of a final judgment in its favor and respondent Judge cannot defeat that right. In fact, neither did GM WOOD follow the correct procedure in filing its "Manifestation and Motion" of April 28, 1981 (supra) before respondent Judge. What it should have done was to file a third-party claim in order to defeat the Writ of Execution.

We have noted that GM WOOD invokes equity in its favor in that it is trying its best to update its rental obligations but that it has been faced with unforeseen and oppressive circumstances and asks that it be given a chance to rehabilitate itself. [6] Against this plea, however, is petitioner's equally urgent prayer in its Motion to Expedite Resolution [7] that this case be resolved because, as of February 14, 1983, GM WOOD had an accrued overdue and unpaid rentals totalling P500,000.00, plus interest. It should also be recalled that the Certiorari petition filed by GM WOOD before the Court of First Instance of Caloocan seeking to enjoin the enforcement of the Writ of Execution issued by the Caloocan City Court was dismissed, which dismissal was upheld by this Court in G. R. No. L-54410 as far back as December 12, 1980. There can be no justifiable reason, therefore, for delaying execution in the Ejectment case any longer.

With the conclusion arrived at, we find no need to resolve the other issues raised.

WHEREFORE, the Orders issued by respondent Judge, dated April 29, 1981 and June 5, 1981, are hereby annulled and set aside and the Metropolitan Trial court, corresponding to the former City Court of Caloocan, may proceed with the enforcement of the Alias Writ of Execution that it had issued in Civil Case No. 13446. The temporary Restraining Order issued by this Court on August 5, 1981 addressed to respondent Court is made permanent.

No costs.

SO ORDERED.

Teehankee, (Chairman), Plana, Vasquez, Relova, and Gutierrez, Jr., JJ., concur.

[1] Rollo, p. 24.

[2] Ibid., p. 27.

[3] Ibid., p. 35.

[4] Ibid., p. 80, et seq.

[5] Carreon vs. Buissan, 70 SCRA 57 (1976).

[6] Rollo, p. 75.

[7] Ibid., p. 166.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.