

**SPOUSES JOVITO REBULDELA AND CRISTINA MAPUE, PETITIONERS,
VS. HON. INTERMEDIATE APPELLATE COURT, RICARDO P. TENSUAN,
JUDGE, RTC BR. 83, QUEZON CITY, MM, ATTY. JULIAN R. VITUG, R...**

G.R. No. 70856. November 11, 1987

Ponente: PARAS, J.

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PARAS, J.:

This is a petition for review on certiorari of: (1) the decision* of the Intermediate Appellate Court dated September 26, 1984, dismissing the petition for certiorari with prohibition or preliminary injunction, to set aside the orders** of respondent Regional Trial Court, National Capital Judicial Region, Branch LXXXIII, Quezon City, (a) dated September 2, 1983 denying petitioner's motion to quash the writ of execution and (b) dated November 12, 1982, amending the decision of October 22, 1982, both issued in connection with Civil Case No. Q-34445 and for the issuance of a temporary restraining order to preserve the status quo and (2) the resolution of the same Appellate Court denying the motion for reconsideration of said decision.

The undisputed facts of this case, as found by the then Court of First Instance of Rizal and affirmed by the Intermediate Appellate Court (now Court of Appeals), are as follows:

"From the evidence adduced, it appears that the plaintiffs secured a loan from the defendants in the amount of P19,500.00 on February 16, 1981 and as security thereof executed a Real Estate Mortgage dated February 16, 1981 over a parcel of land covered by Transfer Certificate of Title No. 275140 (Exh. 1); that the said loan of P19, 500.00 was increased to P32,000.00 in an Amendment to Mortgage dated December 22, 1981 (Exh. 1-A); that the plaintiffs failed to pay the loans within the period specified and defendants filed with the Office of the Sheriff of Quezon City a request for extra-judicial foreclosure of the Real Estate Mortgage and for which the Notice of Sheriff's sale (Exh. 2) was issued by the Sheriff; that the Notice of Sheriff's sale was duly published in the newspaper "New Record" (Exhs. 3, 4, 5 & 6); that during the auctions sale of the mortgaged property there were no other bidders and defendants submitted their Formal Bid Price in the total sum of P46,835.00 (Exh. 7) and the corresponding Sheriff's Certificate of Sale (Exh. 8) was issued by the Sheriff in favor of defendants; that after the sale of the mortgaged property has been accomplished and the Sheriff's Certificate of Sale was annotated on the title, the plaintiffs instituted this present case, x x x." (Original Records, p. 20)

On February 12, 1982, petitioners-mortgagors filed an action before respondent Judge in Civil Case No. Q-34445, for setting aside the extra-judicial foreclosure and sheriff's sale, and redemption with consignation of P24,000.00 on the ground of alleged fraud.

Herein respondent, before filing his answer with counterclaim for sum of money and damages, filed a motion to Withdraw Deposit (Ibid., p. 29), which was granted by the Court.

On October 22, 1982, judgment was rendered, the dispositive portion of which reads:

"WHEREFORE, judgment is hereby rendered in favor of the plaintiffs and against the defendants, ordering the

latter to pay the former, the following amounts:

a) P22,835.00, plus 14% interest per annum

from the filing of the

complaint, until fully paid;

b) P10,000.00, as reasonable moral and

exemplary damages, and

c) The costs of suit.

SO ORDERED.

On November 8, 1982, herein private respondent, being the defendant and the mortgagee while herein petitioners are the plaintiffs and mortgagors, filed a Manifestation with Motion to correct the dispositive portion of the October 22, 1982 Decision to the effect that petitioners (plaintiffs) should be the one adjudged to pay private respondents (defendants) and not the other way around. On November 12, 1982 before the decision became final, an Order correcting the said decision was issued, to wit:

"Acting upon the 'manifestation and mo-tion' dated November 8, 1982 filed by the defendants and finding the same well-taken.

"AS PRAYED FOR, the 1st three (3) lines of the dispositive portion of the decision rendered herein dated October 22, 1982 are hereby corrected to read as follows:

'WHEREFORE, judgment is hereby rendered in favor of defendants and against plaintiffs, ordering the latter to pay the former, the following amounts:'

Likewise lines 1 & 2 of par. 4 of the same decision should read:

'From the evidence adduced, it appears that plaintiffs secured a loan from the defendant in the a-'

"In all other respects, the decision dated October 22, 1982 stands.

"SO ORDERED"

On January 16, 1983, private respondents moved for the issuance of a writ of execution. Petitioners moved to quash the writ but the motion was denied by the trial court in its Order of September 2, 1983.

Hence, on November 7, 1983, petitioners filed with the then Intermediate Appellate Court a Petition for Review by Certiorari with Prohibition or Preliminary Injunction, wherein it was asserted that respondent trial court, pre-sided over by Judge Ricardo Tensuan, committed grave abuse of discretion when it corrected the Decision of October 22, 1982 ex-parte.

The then Intermediate Appellate Court, in a Decision promulgated on September 26, 1984, dismissed the aforesaid petition (Ibid., pp. 20-23).

On October 24, 1984, petitioner filed a Motion for Reconsideration, but in a Resolution*** promulgated on April 5, 1985, the same was denied (Ibid., pp. 18-19).

Hence, the instant petition.

The First Division of this Court, in a Resolution dated May 29, 1985, resolved to require respondents to comment

and to let a temporary restraining order issue enjoining the respondents from issuing writs or orders to enforce the judgment of the trial court (Ibid., p. 36). On June 10, 1985, in compliance therewith, private respondent filed his Comment (Ibid., pp. 39-50). In a Resolution dated June 26, 1985, the First Division of this Court resolved to give due course to the petition and to require the parties to submit simultaneous memoranda (Ibid., p. 58). Private respondent filed his Memorandum on August 5, 1985 (Ibid., pp. 62-68), while petitioners filed their memorandum on August 12, 1985 (Ibid., pp. 69-82).

Herein petitioners raised three (3) alleged errors, to wit:

I

THE RESPONDENT JUDGE OF THE TRIAL COURT DECIDED A QUESTION OF SUBSTANCE IN A WAY NOT IN ACCORD BUT DIAMETRICALLY OPPOSED TO AND AT WAR WITH LAW OR WITH APPLICABLE PRECEDENTS OF THIS HONORABLE SUPREME COURT: WHEN HE (RESPONDENT JUDGE) REVERSED HIMSELF AS HE EXCHANGED THE RIGHTS EARNED BY THE PARTIES MAKING THE WINNING PARTY, IN HIS ORIGINAL DECISION AS THE LOSING PARTY AND THE DEFENDANTS, THE LOSERS IN THE ORIGINAL DECISION AS THE WINNERS. THERE WAS NO SHOWING THAT THE PLAINTIFFS OR THEIR COUNSEL WERE INFORMED THAT THERE WAS SUCH A MOTION, A HEARING AND THE CHANGE OR REVERSAL OF JUDGMENT. THE PLAINTIFFS-PETITIONERS ONLY LEARNED OF THE REVERSED OR ALTERED JUDGMENT WHEN A NOTICE OF FORECLOSURE AND SALE WAS SERVED ON THE PLAINTIFFS.

THE ERROR OR GRAVE ABUSE OF DISCRETION BY THE HONORABLE APPELLATE COURT LIES IN THE FACT THAT IT DID NOT ONLY AFFIRM THE ERRONEOUS DECISION OF THE TRIAL COURT BUT ARGUED IN FAVOR OF THE RESPONDENTS THAT THE LATTER COURT HAS THE RIGHT TO CHANGE ITS DECISION EX PARTE BECAUSE THERE WAS MERELY A TYPOGRAPHICAL ERROR WHICH IS NOT SUPPORTED BY FACTS AND LAW;

II

THE HONORABLE APPELLATE TRIBUNAL GRAVELY ERRED AND MALEVOLENTLY AND WHIMSICALLY ABUSED ITS DISCRETION WHEN ITS JUDGMENT IN THIS CASE HAS SO FAR DEPARTED FROM THE ACCEPTED AND USUAL COURSE OF JUDICIAL PROCEEDINGS AND/OR SANCTIONED SUCH A DEPARTURE BY THE TRIAL COURT, WHEN IT AFFIRMED AND DESPERATELY ARGUED WITH PARTIALITY AND BIAS FOR RESPONDENT (PRIVATE DEFENDANT) ORDERING PETITIONERS (PLAINTIFFS) TO PAY THE MORTGAGE WHEN PETITIONERS TIMELY CONSIGNED THE FULL MORTGAGE OBLIGATION OF P24,000.00 AND WITHIN THREE (3) DAYS THE PRIVATE RESPONDENT (DEFENDANTS) MOVED TO WITHDRAW THE CONSIGNED AMOUNT AND THE RESPONDENT JUDGE GRANTED THE MOTION THUS RECEIVING THE FULL PAYMENT OF THE MORTGAGED AMOUNT OVER THE OBJECTION OF PLAINTIFFS. JUSTICE WAS SACRIFICED IN FAVOR OF TECHNICALITY OF PROCEDURE DUE TO THE GRAVE ERROR AND WHIMSICAL ABUSE OF DISCRETION BY THE RESPONDENTS;

III

THE PRIVATE RESPONDENTS BY AND THRU RESPONDENT JULIAN R. VITUG, JR., HIMSELF AS COUNSEL HAVE MISLED THE COURT (REGIONAL TRIAL COURT) BY FALSE STATEMENTS, SPECIOUS OF HYPOCRITICALLY TREACHEROUS REASONING AND FRAUDULENT MISREPRESENTATION TO UNDULY DEPRIVE THE PETITIONERS TO TIMELY FILE THEIR OPPOSITION TO EARN THEIR DAY IN COURT. WHILE SOME OF THESE FALSE STATEMENTS AND MISREPRESENTATION REVOLVE ON FINDING OF FACTS THE CAUSES PERMITS ON

QUESTIONS OF LAW, OF GRAVE ABUSE OF DISCRETION EQUIVALENT TO LACK OR ABSENCE OF JURISDICTION.

This petition is devoid of merit.

I.

Petitioners assert that the trial court gravely abused its discretion, amounting to lack of jurisdiction, when it amended its Decision of October 22, 1982 ex-parte, and in so doing, they were not given their day in court; and that the then Intermediate Appellate Court erred or gravely abused its discretion when it did not only affirm the decision of the trial court, but argued in favor of the respondents that the trial court has the right to change its decision ex-parte because there was merely a typographical error which is not supported by facts and the law.

Such assertion is untenable. The court has inherent power to amend and control its process and orders so as to make them conformable to law and justice (Par. g, Section 5, Rule 124 of the Rules of Court), and when it finds that the ends of justice would be better served, the court may disregard technicalities and amend its order or process that has not become final (*Manuel v. Manuel*, 2 SCRA 155; *Austria v. Reyes*, 31 SCRA 754; and *Villanueva v. CFI of Oriental Mindoro*, 119 SCRA 288). And even if the decision has become final, it is already settled that clerical errors or mistakes or omissions plainly due to inadvertence or negligence may be corrected or supplied after the judgment has been entered (*Ang Lin Chi v. Castelo*, 83 Phil. 263). In the case at bar it will be observed that the trial court, as prayed for, corrected the dispositive portion as to the designation of the parties therein to make it conform with the body of the decision, which was not yet final.

Such correction obviously made to rectify clerical errors, which interchanged the mortgagors and the mortgagee is beyond dispute within the power of the court in accordance with established jurisprudence above-cited.

II.

Petitioners, in the second assignment of error, allege, that there was only one deed of Real Estate Mortgage, where they mortgaged their lot and house for P24,000.00; that there was no contract for the increase of the loan to P32,000.00; that in the notice of foreclosure and auction sale, they consigned their payment of P24,000.00 for the full amount of the mortgage although they received only P19,500.00 and the P4,500.00 was for six (6) months interest which was already deducted on the date of the mortgage; and that private respondent's motion to withdraw the consigned amount of P24,000.00 was immediately allowed by respondent judge before an opposition thereto could be filed and received by the court. Accordingly, petitioners argue that the trial court, after being appraised of the full payment of the obligation plus unconscionable interest exacted from them, should have reversed itself since there was a change of situation which will render the judgment unjust.

III.

In the third or last assignment of error, petitioners claim that private respondent made a serious misrepresentation of fact - that after receiving full payment of the mortgage obligation of P24,000.00, private respondent made it appear that the full obligation was P46,835.00, but the rest was usurious interest at exorbitant rate; and when this misrepresentation of fact was affirmed by the then Intermediate Appellate Court, the same does not only constitute an error of law but grave and malevolent abuse of discretion equivalent to lack of jurisdiction.

IV.

The second and third assigned errors being interrelated, will be discussed simultaneously.

The records show that petitioners obtained a loan from private respondents in the amount of P19,500.00, evidenced by a promissory note and secured by an original real estate mortgage, ratified by Francisco P. Taala, Notary Public for Quezon City and entered in his notarial register as Document No. 172; Page No. 36; Book No. 32; Series of 1981.

Subsequently, petitioners obtained an additional loan of P12,500.00 from private respondent, thereby increasing the loan to P32,000.00, resulting in an amended real estate mortgage which was ratified by Danilo B. Marfil, Notary Public for Quezon City and entered in his notarial register as Document No. 104; Page No. 25; Book No. 11; Series of 1981.

Under the law they are entitled to full faith and credit upon their face (*Ramirez v. Ner*, 21 SCRA 207 [1967]). In fact, it has long been settled that a public document executed and attested through the intervention of the notary public is evidence of the facts in clear, unequivocal manner therein expressed. It has in its favor the presumption of regularity. To contradict all these, there must be evidence that is clear, convincing and more than merely preponderant (*Gonzales v. C.A.*, 90 SCRA 185 [1979]; *Carandang-Collantes v. Capuno*, 123 SCRA 652 [1983]). The evidentiary value of a notarial document guaranteed by public attestation in accordance with law must be sustained in full force and effect unless impugned by strong, complete and conclusive proof (*Chilianchin v. Coquinco*, 84 Phil. 714; *El Hogar Filipino v. Olviga*, 60 Phil. 17; *De Jesus v. Grey*, 59 Phil. 834; *Sy Tiangco v. Pablo*, 59 Phil. 119).

A careful review of the records shows that the issues raised by the petitioners in their petition and in their memorandum were all directly refuted by the terms of the mortgage contracts themselves.

Indeed, it is a well accepted principle of law that while parol evidence is admissible in a variety of ways to explain the meaning of written contracts, it cannot serve the purpose of incorporating into the contract additional contemporaneous conditions which are not mentioned at all in the writing unless there has been fraud or mistake (*De la Rama v. Ledesma*, 143 SCRA 6 [1986]). The exceptions to the rule do not apply to the case at bar, the terms of the mortgage contracts being clear and unambiguous and there is no showing of any fraud, mistake or failure to express the true agreement of the parties. As ruled by the Court in *Del Rosario v. Santos* (108 SCRA 43 [1981]) the parol evidence rule forbids any addition to or contradiction of the terms of a written instrument. Oral testimony cannot prevail over a written agreement of the parties, the purpose of the parol evidence rule being to give stability to written agreements and to remove the temptation and possibility of perjury, which would be afforded if parol evidence were admissible (*Conde v. Court of Appeals*, 119 SCRA 245 [1981]).

Moreover, the misrepresentation of facts allegedly committed by private respondents in claiming that petitioners' full obligation is in the amount of P46,835.00 appears to have no basis. Private respondents convincingly explained that the principal mortgage obligation amounted to P32,000.00 but in view of the expenses incurred in the extra-judicial foreclosure sale representing cost of publication, interest and attorney's fees, the amount summed up to P46,835.00 inclusive (*Rollo*, p. 48).

Under the foregoing considerations, the trial court correctly gave full faith and credence to the mortgage contracts in dispute as against testimonial evidence in contradiction thereto.

Finally, it is a fundamental and settled rule that conclusions and findings of fact by the trial court are entitled to great weight on appeal and should not be disturbed unless for strong and cogent reasons because the trial court is in a better position to examine real evidence, as well as to observe the demeanor of the witnesses while testifying

in the case (Chase v. Buencamino, Sr., 136 SCRA 365); and the fact that the then Intermediate Appellate Court adopted the findings of fact of the trial court make the same binding upon this Court. As a rule, the factual findings of the appellate court are generally binding on the Supreme Court (Collector of Customs of Manila vs. Intermediate Appellate Court, 137 SCRA 3 [1985]). The findings of the Court of Appeals when supported by substantial evidence are almost always beyond the power of review by the Supreme Court (Rizal Cement Co., Inc. v. Villareal, 135 SCRA 15).

PREMISES CONSIDERED, the instant petition is DENIED for lack of merit and the decision of the Intermediate Appellate Court is AFFIRMED.

SO ORDERED.

Teehankee, C.J., Narvasa, Cruz, and Gancayco, JJ., concur.

* PENNED by Justice Simeon M. Gopengco (ponente) and concurred in by Justices Lino M. Patajo, Jose F. Racela, Jr. & Fidel Purisima.

** PENNED by Judge Ricardo P. Tensuan

*** PENNED by Justice Simeon M. Gopengco and concurred in by Justices Lino M. Patajo, Jose F. Racela, Jr. & Fidel Puri-sima.

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