

JUANA DE LOS REYES, PETITIONER, VS. HON. INTERMEDIATE APPELLATE COURT AND SPOUSES CLARO C. YLAGAN AND NATIVIDAD P. YLAGAN, RESPONDENTS.

G.R. No. 74768. August 11, 1989

Ponente: CRUZ, J.

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CRUZ, J.:

The petitioner obtained a loan in the amount of P3,000.00 from the Rural Bank of Bauan and secured the payment thereof with a real estate mortgage on a piece of land belonging to her. For her failure to pay the debt, the mortgage was extrajudicially foreclosed and the land was sold at public auction to the private respondents for P4,925.00 on April 29, 1976.[1] The certificate of sale was registered with the Register of Deeds of Batangas on May 4, 1977.[2]

On August 26, 1977, the private respondents filed a complaint with the Court of First Instance of Batangas asking the petitioner to vacate the property and remove her improvements thereon. The petitioner countered that the auction sale was irregular and void and asked that the complaint be dismissed.

While this case was pending, the petitioner wrote a letter dated April __, 1978, to the Provincial Sheriff of Batangas tendering the amount of P4,925.00 plus interest as the redemption price for the subject land. In a reply dated April 26, 1978, the said officer refused to accept the tender on the ground that the period of redemption had already expired. He added, though, that the petitioner's request was "being seriously considered."

The petitioner's letter[3] is reproduced as follows:

MENDOZA, PANGANIBAN & MACARANDANG

LAW OFFICE

Cor. Rizal Avenue & P. Zamora St., Batangas City

Manghiniao, Bauan

Batangas

April , 1978

The Provincial Sheriff

Province of Batangas

Capitol Site, Batangas City

Dear Sir:

I hereby tender to your good office the redemption price of FOUR THOUSAND NINE HUNDRED TWENTY FIVE (P4,925.00) PESOS, plus the interest of 1% per month for the said principal amount for the land your

Office allegedly sold at auction sale on April 29, 1976 at Bauan, Batangas. The land subject of said sale is more particularly described as follows:

A residential and horticultural land under Tax Declaration No. 20729 in the names of plaintiffs, located at Manghinao, Bauan, Batangas with a total area of 1,608 square meters, more or less and a total assessed value of P3,640.00 bounded on the North by Manghinao Bridge, on the East by Manghinao River, on the South by Basilia de los Reyes and on the West by Provincial Road.

I wish to inform your good office that while the alleged sale of the afore-described property was made on April 29, 1976, the registration of the sale was made on May 4, 1977.

Please acknowledge receipt hereof.

Truly Yours,

(Sgd.) JUANA DE LOS REYES

The reply[4] of the Provincial Sheriff ran thus:

REPUBLIC OF THE PHILIPPINES

OFFICE OF THE PROVINCIAL SHERIFF

BATANGAS CITY

April 26, 1978

Mrs. Juana de los Reyes

Manghinao, Bauan, Batangas

Madam:

Replying your letter dated April , 1978, much to our desire to accommodate your request, we regret to inform you that we could not for the meantime accept the redemption amount you are tendering to this Office for as per Certificate of Sale dated April 29, 1976, the period of redemption of the property described in your said letter had already expired. Nevertheless, your request is being seriously considered by this office.

Very truly yours,

(Sgd.) EUSTACIO C. CUEVAS

Provincial Sheriff

On May 9, 1978, the trial court issued the following order:[5]

It appearing from the pleadings that the question involved here is whether the redemption period, as alleged in the complaint, begins from the date of the extrajudicial sale of the property in question on April 29, 1976, and not on May 4, 1977, the date on which the sale was registered with the Register of Deeds as contended by the defendant, and that the defendant is ready to pay the redemption price but which was refused by the plaintiffs; that, in fact, the defendant tendered payment to the Provincial Sheriff of Batangas on April 25, 1978, which tender is still under consideration by said officer;

Wherefore, the defendant is hereby allowed to deposit the amount for the redemption of the property with this Court.

SO ORDERED.

On February 8, 1982, the trial court, after holding that there was no genuine issue on the material facts and that the only question of law to be resolved was the time-liness of the redemption, rendered a summary judgment in favor of the private respondents.[6] The petitioner appealed. Judge Romeo R. Silva's decision was affirmed in toto[7] by the respondent court, which is now sought to be reversed in this petition for review.

This petition was originally denied by the Court in a resolution dated October 6, 1986, for lack of merit. Thereafter, the petitioner filed a motion for reconsideration in which he complained that his reply to the private respondents' comment had not been taken into account when the said resolution was issued.

Filing of a reply is not a matter of right and may be done only if required or allowed by the Court; otherwise, it need not be considered at all (especially if, as in this case, it was hardly legible). Even so, in view of the serious issues raised in the said motion, the Court resolved to direct the private respondents to comment thereon (to which a reply was submitted, followed by a rejoinder and then a sur-rejoinder, all without being required or permitted by the Court). Finally, in our resolution dated September 22, 1987, we decided to give due course to this petition and to require the parties to submit simultaneous memoranda.

We find that several of the issues raised in this litigation can be resolved at the outset as they pose no serious controversy.

First, the private respondents argue that the tender of payment made by the petitioner was inefficacious because it was made to the sheriff and not the purchaser as required by Rule 39, Section 30, of the Rules of Court. However, while it is admittedly stated therein that the judgment debtor or redemptioner "may redeem the property from the purchaser," it is also provided in Section 31 of the same rule that:

x x x The payments mentioned in this and the last preceding sections may be made to the purchaser or redemptioner, or for him to the officer who made the sale.

And as observed by Chief Justice Moran in his definitive work on the Rules of Court:

x x x It is expressly provided that the tender of the redemption money may be made either to the purchaser or redemptioner, or to the sheriff who made the sale, and, in the last instance, it is the duty of the sheriff to accept the tender and execute the certificate of redemption.[8]

x x x

The sheriff to whom payment may be made, is not necessarily the same sheriff who conducted the sale, if the latter is no longer in office, in which case payment may be made to his successor. And when the sale was made by a deputy sheriff, the redemption money may be paid to the provincial sheriff.[9]

Second, on the sufficiency of the amount tendered, Section 30 clearly states that it should be equivalent to the amount of the purchase price plus one per cent monthly interest up to the time of the redemption. In the petitioner's letter to the provincial sheriff, she tendered the amount of P4,925.00 with interest. This was refused by the said officer on the ground that the redemption period had expired. The trial and respondent courts, for their part, later considered the tender insufficient.

It must be recalled that pursuant to the order of the trial judge on May 9, 1978, the petitioner deposited on that date the amount of P6,107.00. This was exactly equivalent to the purchase price plus the accrued 1% monthly interest thereon as of that date.

Finally, there is the question of the starting point of the redemption period which, the petitioner argues, started on May 4, 1977, and ended on May 4, 1978. This means that the tender she made to the Provincial Sheriff on April 26, 1978, was within the one-year period prescribed by the Rules of Court.

While agreeing that the period did end on May 4, 1978, the trial and respondent courts held nevertheless that this was exceeded by the petitioner because the original amount tendered on April 26, 1978 was insufficient. As the discrepancy was corrected only on May 9, 1978, the redemption was in their view made four days late.

We have already observed that the amount tendered on April 26, 1978, was not insufficient as the petitioner offered the sum of P4,925.00 "plus the interest of 1% per month for the said principal amount." In fact, the deposit made on May 9, 1978, was merely an affirmation of the earlier offer and was not even necessary at all. According to Chief Justice Moran again:

Where the judgment debtor or a redemptioner validly tenders the necessary payment for the redemption and the tender is refused, it is not necessary that it be followed by the deposit of the money in court or elsewhere, and no interest after such tender is demandable on the redemption money.[10]

The basic question in this case is whether or not the petitioner's letter tendering the redemption price to the sheriff and the latter's reply thereto may be taken into account in determining the timeliness of the redemption.

The private respondents question the admissibility of these documents, stressing that they have not at any time been formally offered. The petitioner contends otherwise. She maintains that they were part of the record of the case and that the trial judge had a right and duty to consider them in arriving at his summary judgment.

The private respondents insist that the two letters had never been offered in evidence as required by Section 35, Rule 132 of the Rules of Court. This provides that:

Offer of evidence. - The court shall consider no evidence which has not been formally offered. The purpose for which the evidence is offered must be specified.

We find, however, that the letters were formally submitted during the hearing of the petitioner's motion to dismiss on May 9, 1978, at which counsel for both parties were present.[11] Judge Benjamin Relova took cognizance of the correspondence and even noted in his order of the same date that "the defendant tendered payment to the Provincial Sheriff of Batangas on April 25, 1978, which tender is still under consideration by said officer.[12]" The same posture was taken by the respondent court, which observed from the petitioner's letter that "what was tendered to the sheriff was only the amount of the bid, P4,925,"[13] and held this to be insufficient.

In other words, both courts found as established facts the tender made by the petitioner and the rejection thereof by the sheriff as manifested in their respective letters.

While the above-cited provision must be strictly interpreted in ordinary trials, such a policy is hardly applicable in summary proceedings where no full-blown trial is held in the interest of a speedy administration of justice. It is noted that when the two letters were presented at the hearing on May 9, 1978, the private respondents did not object to their admission. They did so only when the case was already on appeal. Furthermore, the rule on summary judgments is that the judge must base his decision on the pleadings, depositions, admissions affidavits and documents on file with the court. This is what the trial judge did, presumably after examining the authenticity and credibility of the evidence before him.

We hold therefore that the lower court did not err when it took into account Exhibits A and A-1, without objection from the private respondents, as evidence of the petitioner's timely offer of redemption and its erroneous rejection by the sheriff.

At this point, it is well to recall the following pronouncements from this Court:

Finally, the appellant bank objects to the redemption on the ground that the amount tendered is inadequate to meet the redemption price. Considering, however, that the sum tendered was the amount of the purchase price

paid at the auction sale and that the tender was timely made and in good faith, we believe that the ends of justice would be better served by affording the appellees the opportunity to redeem the property by paying the bank the auction purchase price plus 1% interest per month thereon up to the time of redemption.[14]

x x x

Considering that appellee tendered payment only of the sum of P317.44, whereas the three parcels of land she was seeking to redeem were sold for the sums of P1,240.00, P21,000.00, and P30,000.00, respectively, the aforementioned amount of P317.44 is insufficient to effectively release the properties. However, the tender of payment was timely made and in good faith; in the interest of justice we incline to give the appellee opportunity to complete the redemption purchase of the three parcels, as provided in Section 26, Rule 39 of the Rules of Court, within fifteen (15) days from the time this decision becomes final and executory. In this wise, justice is done to the appellee who had been made to pay more than her share in the judgment, without doing an injustice to the purchaser who shall get the corresponding interest of 1% per month on the amount of his purchase up to the time of redemption.[15]

The rule on redemption is liberally interpreted in favor of the original owner of the property. The fact alone that he is allowed the right to redeem clearly demonstrates the tenderness of the law toward him in giving him another opportunity, should his fortunes improve, to recover his lost property. This benign motivation would be frustrated by a too-literal reading that would subordinate the warm spirit of the rule to its cold language.

WHEREFORE, the decision of the trial court dated February 8, 1982, is SET ASIDE. The decision of the respondent court dated April 3, 1986, is also REVERSED insofar as it denies the petitioner the right of redemption. The private respondents are hereby directed to allow the petitioner to redeem the disputed property for the amount of P6,107.00, now on deposit with the Regional Trial Court of Batangas. It is so ordered.

Narvasa, (Chairman), Gancayco, Griño-Aquino, and Medialdea, JJ., concur.

[1] Rollo, p. 8; Exhibits "H" and "I".

[2] Ibid., p. 18; Exhibits "L" and "L-1."

[3] Exhibit "A-Motion."

[4] Exhibit "A-1-Motion."

[5] Original record, p. 47.

[6] Ibid., p. 230.

[7] Penned by Camilon, J. with Pascual, Campos, Jr. and Jurado, JJ., concurring.

[8] Moran, Comments on the Rules of Court, Vol. II, 1979 ed., p. 326. Enage vs. Vda. de Hijos de Escaño, 38 Phil. 657.

[9] Ibid., p. 327; Basco vs. Gonzales, 59 Phil. 1.

[10] Supra, note 8.

[11] Original record, p. 67.

[12] Ibid., p. 47.

[13] Decision, rollo, p. 75.

[14] Rosario vs. Tayug Rural Bank, Inc., 22 SCRA 1220.

[15] Castillo vs. Nagtalon, 114 Phil. 7.

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