

BIENVENIDA PANGILINAN, CRISENCIO PANGILINAN, AND NARCISO LINTAG, PETITIONERS, VS. FIDEL RAMOS, TARCILLA RAMOS GADUQUE, GERONIMO RAMOS, LETICIA RAMOS, ESTERLITA RAMOS, JUANITA RA...*G.R. No. 75304. January 23, 1990*

Ponente: PARAS, J.

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This is a petition for review on certiorari seeking the reversal and setting aside of: (a) the April 2, 1986 decision of the Court of Appeals in Civil Case No. AC-G.R. CV No. 68439 entitled "Fidel Ramos, et al. v. Bienvenida Pangilinan, et al." modifying the decision of the Court of First Instance of Pampanga, Branch VII dated February 15, 1979 in Civil Case No. 73-78 M entitled "Fidel Ramos, et al. v. Bienvenida Pangilinan, et al." which dismissed plaintiffs' (private respondents) complaints for recovery of possession, annulment of document and damages; (b) the resolution dated April 22, 1986 denying petitioner's motion for extension of time to file motion for reconsideration; (c) the resolution dated May 8, 1986 which took no action on the petitioner's motion for reconsideration; and (d) the resolution dated July 7, 1986 denying petitioner's motion for reconsideration of the resolutions dated April 22, and May 8, 1986.

The facts of the case as adopted by the Court of Appeals from the findings of the court a quo are as follows:

"On May 11, 1964, spouses Tomas Luz and Felisa Quiambao executed and signed a Deed of Absolute Sale (Exh. "1" for the defendants or Exh. "A" for the plaintiffs) by virtue of which for and in consideration of the sum of P1,000.00, they sold to Leocadio Ramos one (unregistered) residential lot, (known as Lot No. 506) with all the improvements thereon situated in barrio Sta. Rita, Municipality of Macabebe, Province of Pampanga, containing an area of 834 sq. meters, more or less, and declared under Tax Declaration No. 468. On October 22, 1964, spouses Leocadio Ramos and (plaintiff) Emilia Ducut, pursuant to a Deed of Absolute Sale (Exh. "5" defendants), sold the same parcel of land, hereinabove mentioned, to plaintiff Tarcilla Ramos, then single, for the sum of P800.00. Tax Declaration No. 5687 was then issued in the name of Tarcilla Ramos (Exh. "7"), Tarcilla Ramos, then single lived at that time with her aunt Teodora Ramos (in) the house erected on the land subject of the deed of sale of October 28, 1964 (Exh. "5"). On October 26, 1965, plaintiff Tarcilla Ramos, then single, signed and executed a Deed of Sale with Conventional Redemption (Exhs. "2" and "2-A" or "B") by virtue of which and for the sum of P1,000.00, she sold, transferred and conveyed (the property) by way of Sale with Conventional Redemption unto (defendant) Narciso Lintag and (defendant) spouses Crisencio Pangilinan and Bienvenida Lintag, x x x. The same deed of sale with conventional redemption also provides that Tarcilla Ramos has the power to redeem said property within five (5) years from date of the document by paying and redeeming back to spouses Crisencio Pangilinan and Bienvenida Lintag and Narciso Lintag the same amount of P1,000.00, received by her without interest, otherwise the document shall be enforceable in the manner provided for by law. This Deed of Sale with Conventional Redemption (Exhs. "2", "2-A" or "B"), was duly registered and recorded in the Office of the Registry of Deeds for the Province of Pampanga on May 15, 1967 (Exh. "11", "11-A" and "12").

“Not long ago after she signed and executed the Deed of Sale with Conventional Redemption (Exhs. "2" or "B"), plaintiff Tarcilla Ramos left Macabebe town for Olongapo City to work (and) she stayed thereat for more than nine (9) years and got married. After her marriage, she became Tarcilla Ramos-Gaduque. During her absence in Macabebe town for more than nine years, her whereabouts were unknown to her parents, brothers and sisters. After the execution of the Deed of Sale with Conventional Redemption (Exh. "2" or "B") x x x, the land in question was declared for taxation purposes under Tax declaration Nos. 2134 and 5298 (Exh. "8" and "10") in the names of Narciso Lintag, et al., and real estate taxes thereon were paid from 1965 up to 1977 (Exhs. "9", "9-A", "9-B", "9-C", "9-D", "9-E", "9-F", and 9-G"). In 1972, defendants erected their residential house valued at P10,000.00 on the lot in question.

"About four or five years after the disappearance of Tarcilla Ramos from Macabebe town, Juanita Ramos, her sister, tried to redeem the parcel of land in question but defendants informed her that Tarcilla Ramos should be the one to redeem the property. The brothers and sisters of Tarcilla Ramos then looked for the latter until they found her in Olongapo City in 1973 already married. Tarcilla Ramos-Gaduque then returned to Macabebe town and, together with her brothers and sisters, brought the matter to the PC of Pampanga Province but their complaint (was) dismissed after the defendants presented to the PC authorities a copy of the deed of sale with conventional redemption. x x x." (Rollo, Decision, pp. 24-26).

Civil Case No. 73-78-M was filed in the Court of First Instance of Pampanga by herein private respondents for recovery of possession, annulment of document and damages (Rollo, Annex "A", p. 13).

On February 15, 1979, the Court of First Instance of Pampanga, Branch VII rendered its decision, finding defendants therein, now the herein petitioners as the exclusive owners of the 834 sq. meters of land in Sta. Rita, Macabebe, Pampanga (Rollo, Decision, Annex "A", pp. 13-22).

On March 13, 1979, private respondents received the decision and filed their motion for reconsideration on April 10, 1979 (Rollo, p. 6).

On July 17, 1979, the Court of First Instance of Pampanga, Branch VII, denied private respondents' motion for reconsideration (Rollo, pp. 6, 71).

On August 7, 1979, private respondents filed their notice of appeal, appeal bond and record on appeal (Rollo, p. 71).

On April 2, 1986, the Court of Appeals rendered its decision, the dispositive portion of which reads as follows:

"ACCORDINGLY, the decision appealed from is hereby MODIFIED as follows:

“(a) Declaring Exh. "B" (Exhs. "2" and "2-A") as a contract of sale with right of repurchase.

“(b) Ordering plaintiff Tarcilla Ramos Gaduque to redeem the subject property from the defendants within thirty days from the finality of the decision of this Court and to pay to the defendants the amount of P11,361.08 as repurchase price of the property, failing in which, the ownership of the property shall be deemed to have been consolidated in favor of the defendants.

"Without costs.

"SO ORDERED." (Rollo, Decision, Annex "B", p. 29).

On April 14, 1986, petitioners filed a motion for an extension of time to file a motion for reconsideration and such motion was denied on April 22, 1986 (Rollo, Annex "C", p. 30).

On April 25, 1986, petitioners filed their motion for reconsideration and on May 8, 1986, the respondent Court issued a minute resolution taking no action on the motion for reconsideration (Rollo, Annex "D", p. 31).

On May 27, 1986, petitioners filed a motion for reconsideration of the resolutions dated April 22, 1986 and May 8, 1986, but such motion was denied by the Court in its resolution dated July 7, 1986 (Rollo, Annex "E", p. 32).

Hence, this petition.

Petitioners raised the following issues to wit:

I

THE RESPONDENT COURT HAD NO JURISDICTION TO REVIEW THE CASE, MUCH LESS TO REVERSE THE DECISION OF THE COURT A QUO.

II

THE RESPONDENT COURT COMMITTED A GRAVE ABUSE OF DISCRETION BECAUSE ITS FINDING OF FACTS IS CONTRARY TO THE COMMISSIONS OF BOTH APPELLANT AND APPELLEE.

III

THE RESPONDENT COURT COMMITTED A GRAVE ABUSE OF DISCRETION BY NOT TAKING INTO ACCOUNT SEVERAL MAJOR FACTS IN THE RECORD WHICH WOULD HAVE LED IT TO AFFIRM THE DECISION THE LOWER COURT. (p. 7, Rollo)

In the resolution dated June 20, 1988, the Second Division of this Court gave due course to the petition and required both parties to file their respective memoranda.

The main issues in this case are: (1) whether or not the Court of Appeals has jurisdiction over the case despite the fact that the notice of appeal was allegedly filed out of time; and (2) whether or not the property in question is still subject to a right of repurchase.

Petitioners' contention is that the Court of Appeals has no jurisdiction over the case on the ground that private respondents failed to file their notice of appeal on time as provided for under Rule 41 of the New Rules of Court and that the petition should have been dismissed. Petitioners also alleged that the transaction executed between them and private respondent (Tarcilla Ramos Gaduque) is a deed of sale and not a sale with right to repurchase.

On the other hand, private respondents alleged that they led their notice of appeal on time and that the transaction entered into between the parties is one of sale with conventional redemption.

The petition is without merit.

I

The evidence shows that when the plaintiffs (private respondents) received a copy of said order on March 13, 1979, they filed their motion for reconsideration on April 10, 1979. Said motion for reconsideration was denied on July 17, 1979 and even before receiving said order on August 7, 1979 plaintiffs already filed their notice of appeal, and a motion for extension to file record on appeal and paid the appeal bond (Rollo, p. 71). Under Rule 41, Section 3 of the Rules of Court, to perfect an appeal the notice of appeal (the appeal bond and the record on appeal having been filed) must be served (together with a copy of the record on appeal) upon the adverse party and filed with the trial court within thirty days from notice of the order of judgment appealed from (Carbonel v. Court of Appeals, 147 SCRA 565 [1987]).

More importantly, it was confirmed in the order dated March 11, 1980 issued by Judge Lorenzo R. Mosqueda that the notice of appeal, the appeal bond and the amended record on appeal have been filed within the reglementary

period (Rollo, Annex "I", p. 73).

Hence, there appears to be no question that the Court of Appeals has acquired jurisdiction over the case. As this Court has consistently ruled, once the case is filed in court, the court acquires complete jurisdiction over the case (Marquez v. Alejo, 154 SCRA 302 [1987]).

II

It is very clear from the terms of the contract that the agreement entered into between the parties is one of a sale with conventional redemption. As categorically provided therein, the vendor has the power to redeem the said property within five (5) years from the date of the document by paying and redeeming back to spouses (herein petitioners) the same amount of P1,000.00. Thus, it is axiomatic under the rule in the interpretation of the contract that if the terms thereof are clear, the literal meaning of the stipulation shall control (G.S.I.S. v. Court of Appeals, 145 SCRA 311 [1986]).

Under Article 1601 of the New Civil Code, Conventional Redemption shall take place when the vendor reserves the right to repurchase the thing sold, with the obligation to comply with the provisions of Article 1616 and other stipulations which may have been agreed upon.

While it is true that the stipulated period within which the property may be repurchased has expired without the exercise of the right of redemption, it will be recalled that the true nature of the contract in question has been disputed. In fact, paragraph 3 of Article 1606 of the New Civil Code refers to such cases where one of the parties contests or denies that the true agreement is one of sale with right to repurchase. The law provides: "However, the vendor may still exercise the right to repurchase within thirty days from the time final judgment was rendered in a civil action on the basis that the contract was a true sale with a right to repurchase." It has been held that the vendor who, in a sale of land with right of repurchase, failed to purchase the property within the period agreed upon, may redeem the same within thirty days from the time final judgment was rendered in a civil action in which the true nature of the contract between the parties was the main issue (Gonzalo v. De Leon, 4 SCRA 332 [1962]). Under Article 1606 of the New Civil Code, allowing the vendor thirty days within which to repurchase property sold under a contract of sale with the right to repurchase, the vendor must prove that the sale was with right to repurchase rather than equitable mortgage; said provision does not apply to a contract found to be an absolute sale (Tapas v. Court of Appeals, 69 SCRA 393 [1976]).

Similarly, a contract is not an equitable mortgage, but a deed of sale with right of repurchase in the absence of any instances in the law which presume that the contract is one of equitable mortgage (De Bayquen Vda. de Elpa, 143 SCRA 412 [1985]). It has been held that this thirty day period is pre-emptory because the policy of the law is not to leave the purchaser's title in uncertainty beyond the established thirty day period. It is not a prescriptive period but is more a requisite or condition precedent to the exercise of the right of legal redemption (Caro v. Court of Appeals, 113 SCRA 10 [1982]).

Under the circumstances, the subject property is undoubtedly redeemable.

PREMISES CONSIDERED, the petition is hereby DENIED for lack of merit and the assailed decision dated April 2, 1986 and the orders dated April 22, 1986, May 8, 1986 and July 7, 1986 are AFFIRMED.

SO ORDERED.

Melencio-Herrera, (Chairman), Padilla, Sarmiento, and Regalado, JJ., concur.

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