

EULALIO M. RUIZ AND ILUMINADA RUIZ, PETITIONERS, VS. HON. DOROTEO N. CANEBA, THE CITY SHERIFF OF MANILA AND/OR HIS DEPUTIES, ZENAIDA SANGALANG AND ADOLFO CRUZ, RESPONDENTS.

G.R. No. 84884. December 03, 1990

Ponente: PARAS, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-84884/>

PARAS, J.:

This is a petition for certiorari and prohibition with preliminary injunction and/or restraining order of the Order of the respondent judge[1] dated July 27, 1988 in Civil Case No. 84-24032 entitled "Eulalio M. Ruiz and Iluminada M. Ruiz vs. Zenaida S. Sangalang and Adolfo Cruz" amending the May 15, 1986 decision of Judge Antonio M. Martinez (now Justice of the Court of Appeals). The facts of the case are as follows:

Private respondents Zenaida Sangalang and Adolfo Cruz are common-law spouses and owners in common of a 2-storey house and lots described in Transfer Certificate of Title (TCT) No. 56053 of the Registry of Deeds of Caloocan City but registered only in the name of Zenaida Sangalang.

Petitioners, the spouses Eulalio M. Ruiz and Iluminada M. Ruiz are the lessees of Door No. 1 of the aforesaid two storey house divided into 2 doors, for a monthly rental of P650.00.

Sometime on November 19, 1982, Eulalio Ruiz and Zenaida Sangalang executed an agreement where it was provided that Ruiz will buy the house and lot for the sum of P175,000.00 under the following terms and conditions:

"That I, EULALIO M. RUIZ, of legal age, Filipino, married to Iluminada M. Ruiz, with residence and postal address at 399 Gen. Luna, Caloocan City, Metro Manila, Philippines, am a tenant of MISS ZENAIDA S. SANGALANG and I agree to purchase the above mentioned parcel of land from MISS ZENAIDA S. SANGALANG for the total amount of ONE HUNDRED AND SEVENTY FIVE THOUSAND PESOS (175,000.00), Philippine Currency, to be paid as follows: SIXTY FIVE THOUSAND PESOS (P65,000.00) down payment and will assume the amount of balance of THIRTY ONE THOUSAND FIVE HUNDRED PESOS (P31,500.00) with the BANK OF THE PHILIPPINE ISLAND, Marulas Branch, Metro Manila; that after payment of said balance mortgage a balance of seventy eight thousand five hundred pesos (P78,500.00) will be payable on or before December 31, 1983; my failure to comply with the above conditions of payment, the said property above described will be open for sale and all partial payments will be refunded by Miss Zenaida S. Sangalang". (Rollo, p. 45)

It was also stipulated that the Ruiz spouses will continue paying the monthly rental of P650.00 until the amount of P175,000.00 shall have been fully satisfied.

There is no dispute that the following payments were made by Ruiz: P65,000.00 to Sangalang as down payment and P21,119.62 to the Bank on the assumed mortgage. There is disagreement however as to the amount paid to Sangalang on the balance of P78,500.00. Sangalang maintains that she received only P33,793.00 while Ruiz

insists that they paid P53,073.00.

Thus, the Ruiz spouses filed a complaint on April 24, 1984 for specific performance with damages against Zenaida Sangalang and Adolfo Cruz. (Ibid, p. 14).

In any event, the trial court found that the Ruiz spouses failed pay in full the balance of P78,500.00 on or before December 31, 1983 as stipulated and even on the extended period of March 22, 1984. Hence, the Ruiz spouses are not entitled to their prayer for specific performance with damages. In the same breath, the trial court decided that it is only fair that Zenaida Sangalang return/refund to the Ruiz spouses the payment made by the latter. Further, it ruled that the Ruiz spouses shall continue to pay the agreed amount of rental in the amount of P650.00 until the property is surrendered to Sangalang (RTC decision, May 15, 1986, p. 7; Rollo, p. 48).

More specifically, the dispositive portion of the decision reads:

"Wherefore, in view of all the foregoing, we hereby rule as follows:

"1. Ordering the plaintiffs to pay defendant Zenaida Sangalang the amount of P20,000.00 moral damages:

"2. Ordering plaintiffs to pay defendant Sangalang, attorney's fees in the amount of P15,000.00; and to pay the costs of suit; and

"3. Defendant Zenaida Sangalang is hereby ordered to return the payments made by the plaintiffs pursuant to the Agreement.

SO ORDERED". (Rollo, p. 48)

The Ruiz spouses appealed the decision to the Court of Appeals but the same was dismissed for failure to pay the docket fee. (Rollo, p. 162) On May 29, 1987, an entry of judgment was made by the Court of Appeals.

On motion of the private respondents, respondent Judge issued an order for the issuance of a writ of execution. (Ibid., p. 59).

The Clerk of Court, in his capacity as ex-officio city sheriff, caused the execution of the 1st and 2nd paragraphs of the dispositive portion of the May 15, 1986 decision without including in the writ, the execution of the 3rd par. thereof in favor of the Ruizes. A notice of levy as well as a notice of garnishment were both issued to the petitioners. (Rollo, p. 51)

On September 2, 1987, the Ruiz spouses filed an "Ex-parte Motion for Execution of Decision Now Partly Executed," praying that a writ of execution be issued for par. 3 of the said dispositive portion and that the sheriff be ordered to make full execution of the decision by "off-setting" and/or setting-off par. 3 as against pars. 1 and 2 thereof. (Ibid, p. 92)

An order was issued by the respondent judge on September 8, 1987 the dispositive portion of which reads as follows:

"WHEREFORE, in view of the fact that a writ of execution has already been issued and the same was enforced only with respect to paragraphs 1 and 2 of the dispositive portion of the decision dated May 15, 1986, let a writ of execution be issued with respect to paragraph 3 of the said dispositive portion of the decision.

"SO ORDERED" (Rollo, p. 59)

The aforequoted order was reiterated by the respondent judge in his order dated December 11, 1987 (Ibid., p. 60) after an omnibus motion was filed by the petitioners on September 8, 1987. (Ibid., p. 53)

As expected, the parties could not agree on the execution of the decision, as regards par. 3 thereof; that is the

amount to be returned by Sangalang to the Ruiz spouses. Sangalang and Adolfo Cruz on May 7, 1988 moved to amend said decision of May 15, 1986 which they alleged to have clear disparities and evident ambiguities between the body of said decision and the dispositive portion.

Thus, while the trial court is fully aware that a decision once final and executory can no longer be amended or corrected, it opted for the purpose of finally settling the claims of the parties and thereby avoid multiplicity of suits, to amend the decision in question, on July 27, 1988, the dispositive portion of which reads:

"WHEREFORE, Order is hereby issued directing:

"1. the cancellation of lis pendens annotated at the back of the title of the subject property by the Register of Deeds of Caloocan City;

"2. the plaintiffs to pay the defendant the sum of P1,500.00 monthly from May 15, 1986, the effective date of the decision up to the date they vacate door no. 2;

"3. the return of payments made by the plaintiffs to defendant Zenaida Sangalang which shall be without prejudice to off-setting of rental payments from November 1982; and

"4. the writ of possession be issued on the property, subject matter of the rescission of the contract.

"SO ORDERED" (Rollo, p. 64)

Sangalang and Cruz filed a Motion for Execution on the above-quoted order on September 1, 1988 (Ibid., p. 65) but before the day of the hearing of said motion, the Ruiz spouses filed an "Urgent Motion to Cancel Hearing of Motion," (Ibid., p. 127).

On September 15, 1988, the Ruizes filed the present petition.

In the resolution of the 2nd division of this Court dated January 10, 1990, the petition was given due course (Rollo, p. 152-A). Petitioners' memorandum was filed on April 11, 1990 (Ibid., p. 192) while respondents' memorandum was filed on March 30, 1990 (Ibid., p. 171).

The petition is impressed with merit.

The principal issue to be resolved in the instant petition is: whether or not there is an ambiguity in the dispositive portion of the May 15, 1986 decision sufficient to warrant the questioned order of the respondent court amending subject final and executory judgment.

There is no question that the Ruizes failed to comply with the agreement and rescission of the contract is in order. The parties are also agreed that the Ruizes must return the physical possession of the property to Sangalang while the latter is obliged to return all partial payments made on the property to the Ruizes in accordance with the agreement. But the bone of contention in this case is the exact amount to be returned by Sangalang to the Ruiz spouses which was not spelled out by the trial court. The Ruizes claim that they are entitled to a refund of P124,192.62 plus 24% interest compounded annually, the alleged legal rate under Central Bank Circular, or a total amount of P169,414.95.

Sangalang, on the other hand, countered that she received only the amount of P120,092.62 or a difference of P4,100.00 from that claimed by the Ruizes, let alone the computation of interest. Furthermore, Sangalang insists that she is entitled to a P1,500.00 a month rental for Door No. 2 of said house which the Ruizes occupied after the execution of the agreement (Rollo, p. 166) instead of confining themselves to Door No. 1 which they used to occupy and for which they have originally been paying rentals.

A careful study of the decision of the trial court of May 15, 1986 shows that aside from the fact that the refund ordered to be made by Sangalang was not specified in exact numbers, there appears to be no ambiguity in the decision to such an extent as to warrant an amendment of the dispositive portion.

From the total amount of P139,192.62 claimed by the Ruiz spouses to have been actually paid to Sangalang, only the amount of P15,000.00 in the form of dishonored checks have been discounted by the trial court leaving a balance of P124,192.62; more specifically shown as follows:

Downpayment on Nov. 19, 1982 — — — — P65,000.00

Payment to the Bank of P.I. — — — — — P21,119.62

Payment made to Zenaida

Sangalang P53,073.00 less

P15,000.00 total sum of two

(2) dishonored checks — — — — — P38,073.00

Total Payments Made P124,192.62

(decision, p. 2 & 3

Hence, it is evident that this is the amount that Sangalang was ordered to return to the Ruizes pursuant to par. 3 of the said dispositive portion.

The only set-off specified by the trial court in the assailed May 15, 1986 decision were the lost profits suffered by Sangalang because of the annotation of the notice of lis pendens on her title by the Ruiz spouses which were considered compensated by the increase in value of the property due to the repair made by the latter. Moreover, it appearing that there was in fact a part execution of pars. 1 and 2 of the dispositive portion of the 1986 decision against the Ruizes, it is but proper that the amount to be paid by Sangalang is the total payments made by the petitioners in the amount of P124,192.62.

Anent the Ruizes' claim of interest as aforementioned, it has been held in the case of *Santulan v. Fule*, 133 SCRA 762 (1984) that where the court judgment which did not provide for interest is already final, there is no reason to add interest in the judgment. Interest was not demanded by the Ruizes when the case was pending before the lower court, hence, there is no reason for this Court to grant such claim. As ruled by this Court, such claim is groundless since the decision and orders sought to be enforced do not direct the payment of interest and have long become final (*Canonizado v. Ordonez-Benitez*, 149 SCRA 555[1987]).

Finally, as to Sangalang's claim for P1,500.00 as monthly rental for Door No. 2, the records show that such claim was never raised in the trial court. The issue of additional rentals was brought up by Sangalang only when the motion for execution of par. 3 of the dispositive portion of the decision was filed by the Ruiz spouses (Rollo, p. 189). It is a basic rule that an issue which was not raised in the court below cannot be raised for the first time on appeal as it would be offensive to the basic rules of fair play, justice and due process (*Matienzo v. Servidad*, 107 SCRA 276 [1981]; *De la Santa v. CA*, 140 SCRA 44, [1985]; *Dihiansan v. CA*, 157 SCRA 434 [1987]; *Anchuelo v. CA*, 147 SCRA 434 [1987]; *Dulos Realty and Dev't. Corp. v. CA* 157 SCRA 425 [1988]; *Ramos v. IAC*, GR No. 78282, July 5, 1989; *Filipino Merchants vs. CA*, GR No. 85141, Nov. 28, 1989). Consequently, Sangalang's claim cannot be granted.

Hence, since the May 15, 1986 decision has long become final and executory and in fact has been partly executed, the respondent judge had lost its jurisdiction thereon (*Marcopper Mining Corp. vs. Briones*, G.R. 77210, Sept. 19, 1988; *Baclayon et al. v. CA*, G.R. No. 89132, Feb. 26, 1990). He has exceeded his authority, considering that the trial court has no authority to modify or vary the terms and conditions of a final and executory judgment (*Vda. de Nabong v. Sadang*, 167 SCRA 232 [1988]; *Commercial Credit Corporation vs. CA*, 169 SCRA 1 [1989]; *Christian Literature Crusade v. NLRC*, 171 SCRA 712 [1989]). What remains in his authority in relation thereto is purely the ministerial enforcement or execution of the judgment (*Christian Lit. Crusade*, supra; *Baclayan vs. CA* supra.) Therefore, for having substantially affected the final and executory judgment such Order of the respondent judge dated July 27, 1988 is null and void for lack of jurisdiction, including the entire proceedings held for the purpose (*Marcopper Mining vs. Briones*, supra).

PREMISES CONSIDERED, (a) the instant petition for certiorari and prohibition is hereby GRANTED; (b) the Order of the respondent judge dated July 27, 1988 is hereby DECLARED null and void ab initio; (c) respondent Sangalang is hereby required to PAY petitioners-spouses Ruizes the amount of P124,192.62; (d) petitioners Ruizes are hereby required to VACATE the property in question and PAY P650.00 monthly as rental as agreed upon and as required by the May 15, 1986 decision until they vacate the premises and (e) the Register of Deeds of Caloocan City is hereby required to CANCEL the lis pendens annotated on the title of subject property.

SO ORDERED.

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

[1] Regional Trial Court of the National Capital Judicial Region, Branch XX, Manila presided over by Judge Doroteo N. Caneba

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.