

LEON FLORENTINO, PLAINTIFF, VS. RUFINO DOMADAG, ET AL., DEFENDANTS-APPELLANTS, ERNESTO DE LEON, SURETY-APPELLEE.

CA-G.R. No. 9047. May 14, 1948

Ponente: PERFECTO, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/g-r-no-9047/>

PERFECTO, J.:

Plaintiff filed with the Court of First Instance of Ilocos Sur a complaint dated April 30, 1932, claiming the ownership of eight parcels of land and seeking to annul the public sale of said parcels of land made by the sheriff of the same province on November 10, 1930, in favor of defendants.

Plaintiff prayed for the issuance ex parte of a writ of preliminary injunction to prohibit defendants from taking possession of the eight parcels of land. On May 10, 1932, an order was issued for the Issuance of the writ upon plaintiff's filing a bond in the amount of P1,000.00. On May 13, 1932, plaintiff filed, accordingly, a bond, with Pastor Verzosa and Ernesto de Leon, as sureties. The pertinent stipulations of the bond are as follows:

"Las condiciones de esta obligacion son las siguientes

Para responder de todas las costas que se declararen a favor del demandado y que pagara a la parte contra quien se libra el interdicto prohibitorio, todos los danos y perjuicios que pudiera sufrir por este motivo, en caso de que el Tribunal fallase que el demandante no tenia derecho a aquel recurso prohibitorio.

Los garantes de esta fianza, por el mero liecho de firmarla se convierten en cuasi partes de estas actuaciones, de suerte que se puede sentenciar contra ellos sin previa notificacion."

On May 17, 1932, after approval of the bond, the writ of preliminary injunction was issued ordering defendants to abstain, until further orders, from tailing possession of the eight parcels of land.

On February 12, 1935, decision was rendered in favor of plaintiff, as prayed for in his complaint. But the decision was reversed by the Court of Appeals on November 22, 1939, rescinding the sale upon which plaintiff's claim was based, declaring valid the public sale made by the sheriff in favor of defendants, dissolving the writ of preliminary injunction and ordering plaintiff to pay defendants, as indemnity for damages, certain amounts of palay or their equivalent in money. The last two paragraphs of the appellate decision read as follows:

"With this sale rescinded, the properties in controversy would have to be restored to the defendants as purchasers at the execution sales, with a pronouncement that defendants should be indemnified for the fruits which they have failed to receive from the time they were wrongfully deprived of the lands by the issuance of the writ of preliminary injunction and which, according to plaintiff's own proof, amounted to 490 manojos of palay a year from 1932 valued at P.30 a manajo.

WHEREFORE, the judgment appealed from is revoked, and let another be entered, declaring the sale evidenced by Exhibit A rescinded in so far as it affects the properties claimed by the defendants, dissolving the preliminary injunction heretofore issued, declaring the sheriff's sale made in favor of said defendants valid, and ordering the plaintiff to pay the defendants the quantity of palay which the latter have failed to receive as the

fruits of their lands from the year 1932, at the rate of 490 manojos a year or their equivalent in money on the basis of P.30 a manajo, and to pay the costs."

On September 20, 1940, a writ of execution was issued. On November 18, 1940, the sheriff made a return stating that the credit of defendants amounted to P1,498.55, that the proceeds of the public sale of the attached properties of plaintiff amounted only to P600.00, and that there was an unpaid balance in favor of defendant in the amount of P898.55.

On February 4, 1941, defendants filed a motion, praying that the sureties Pastor Verzosa and Ernesto de Leon be ordered to pay the balance of defendants' credit or that execution be issued against said sureties for the collection of the amount.

On March 20, 1941 the lower court issued an order denying defendants' motion. The pertinent part of the order is as follows:

"Apareciendo de la decision que se trata de ejecutar que el Tribunal de Apelaciones no ha determinado, ni incluido en su sentencia la cantidad de danos y perjuicios que el demandante y sus fiadores debian pagar por la improvida expedicion del interdicto, ni se ha dictado sentencia contra estos ultimos, segun manda el Art. 170 de la Ley 190, a causa, sin duda, de no haberse probado de que el remedio se obtuvo maliciosamente y sin causa justificada;

Considerando, que si bien dicho Tribunal Superior ordeno al demandante la devolucion del palay que ilegalmente habia percibido, tal reparacion e indemnizacion de danos y perjuicios es diferente de los danos y perjuicios motivados por la improvida expedicion de un interdicto, porque, mientras los danos y perjuicios, a que se contrae la sentencia, se refieren a la ocupacion ilegítima del terreno litigioso, estos ultimos, en cambio, presuponen la obtencion maliciosa del interdicto y sin causa justificable.

POR TANTO, bajo la autoridad de la doctrina en las causas de Molina vs. Gomez (24 J.F. 51); y de Ocampo vs. Llanera, R.G. No. 43849."

Defendants appealed against the above order.

Surety Pastor Verzosa having died, the appeal was continued only as regards surety Ernesto de Leon.

The question raised in this case is whether the sureties are, upon their bond, answerable or not for the palay or its equivalent in money ordered by the Court of Appeals to be paid to defendants who, according to the decision of said court, "should be indemnified for the fruits which they have failed to receive from the time they were wrongfully deprived of the lands by the issuance of the writ of preliminary Injunction and which, according to plaintiff's own proof, amounted to 490 manojos of palay a year from 1932 valued at P.30 a manajo."

In the bond, the sureties made the commitment that their bond was executed to answer for all the costs that may be adjudicated in favor of defendants and that they will pay to them all the damages they may suffer as a result of the writ of preliminary injunction in case the court should decide that plaintiff is not entitled to said injunction, and that the sureties, upon signing the bond, became parties to the suit, in a way that decision may be rendered against them without previous notice.

There should not be any question that an injunction bond is intended as security for damages in case it is finally decided that the injunction ought not to have been granted. It is designed to cover all damages which the party enjoined can possibly suffer. Forms and conditions of the bond are by no means uniform, but the pivotal purpose in all cases is to protect the enjoined party against loss or damage by reason of the injunction.

The dissolution of a preliminary injunction, if tantamount to a determination that the injunction was wrongfully

issued, will entitle the defendant to recover damages resulting from issuance of the injunction. The sureties in an injunction bond are bound by a judgment against the principal. Even without the express commitment made by the sureties in the bond in question to become parties or quasi-parties in the case and that judgment may be rendered against them without previous notice, it is a recognized rule of law that the sureties upon an injunction bond assumes such connection with the suit that they are included by a judgment in it in a suit at law upon the bond, so far as the same issues are involved; and that, upon the entry of a judgment against the principal, their liability is absolute. Upon the wordings of the decision of the Court of Appeals, there is no question that the writ of preliminary injunction was wrongfully issued for which reason it was ordered dissolved, that defendants, "by the issuance of the writ of preliminary injunction, were wrongfully, deprived of me lands" and, therefore, "should be indemnified for the fruits which they have failed to receive."

The appealed order of March 20, 1941, is set aside and the lower court is ordered to provide for the execution against surety Ernesto de Leon for the collection in favor of defendants of the amount of P898.55, the unpaid balance of the indemnity for damages adjudicated by the decision of the Court of Appeals. Appellee Ernesto de Leon shall pay the costs.

Feria, Pablo, and Tuason, JJ., concur.

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.