

HEIRS OF ROMAN SORIANO, PETITIONERS, VS. HON. COURT OF APPEALS, BRAULIO ABALOS AND AQUILINA ABALOS, RESPONDENTS.

G.R. No. 93401. June 26, 1991

Ponente: MEDIALDEA, J.

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MEDIALDEA, J.:

This is not the only case between the parties involving the same parcel of land subject of this petition. However, in this petition for review on certiorari of the decision of the Court of Appeals, the only issue presented for resolution is whether or not a motion for execution of a post decisional agreement approved by the court in 1972 may still be filed eleven (11) years after.

The object of the dispute in this case is a parcel of land particularly described as follows:

"A parcel of land (Nipa with an area of 8,410 square meters; fishpond with an area of 14,400 square meters; and residential land with an area of 1,740 square meters, more or less. Bounded on the N. by river and Filemon Anselmo; on the East by Epifania Santos and Filemon Anselmo; on the South by Alejandro Soriano and Filemon Anselmo; and on the West by Fortunata Soriano. Declared under Tax Declaration No. 23387 x x x." (p. 1, Complaint, p. 29, Rollo)

The above-described property was originally owned by Adriano Soriano who died intestate in 1947. On June 30, 1967, his heirs leased the property to spouses David de Vera and Consuelo Villasista for a period of fifteen (15) years beginning July 1, 1967. Paragraph 5 of the contract of lease, provided that Roman Soriano, one of the children of the late Adriano, will be the caretaker of the property during the period of the lease (p. 27, Rollo).

During the effectivity of the lease contract, the heirs of Adriano Soriano entered into an extrajudicial settlement of his estate. The property subject of this case was adjudicated to seven (7) of his nine (9) children, namely: (1) Lourdes, (2) Candido, (3) Dionisia, represented by her children-Aurora, Renato and Leticia, (4) Francisca, (5) Librada, (6) Elcocadio, and (7) Roman, pro-indiviso.

On January 11, 1968, the property was divided into two (2) lots, Lot No. 60052 and Lot No. 8459. The former lot was assigned to Lourdes, Candido and the heirs of Dionisia while the latter lot was assigned to Francisca, Librada, Elcocadio and Roman. The new owners of Lot No. 60052 sold the portions assigned to them to spouses Braulio and Aquilina Abalos. Likewise, the new owners of Lot 8459, except Roman, sold their shares to the Abalos spouses (p. 91, Rollo)

On March 14, 1968, the de Vera spouses ousted Roman as caretaker and appointed Isidro Versoza and Vidal Versoza as his substitutes. Thereafter, Roman filed a case for reinstatement and reliquidation against the de Vera spouses in CAR Case No. 1724-P-68. On September 30, 1969, the Agrarian Court rendered a decision authorizing the ejectment of Roman. On appeal, the decision was reversed by the Court of Appeals. The decision became final and executory. However, before it was executed, the parties entered into a post-decisional agreement wherein the de Vera spouses allowed Roman Soriano to sub-lease the property until the termination of the original lease on June 30, 1982. This agreement was approved by the CAR court in an order dated December 22, 1972 (pp.

141-142, Rollo).

On August 16, 1976, the Abalos spouses filed with the then Court of First Instance of Pangasinan at Lingayen (now Regional Trial Court), an application for registration of title, which was docketed as LRC Case No. N-3405, Record No. 49233 (p. 260, Rollo). The application claimed ownership of the entire Lot No. 60052 and 3/4 pro-indiviso of Lot No. 8459. The Director of Lands and Roman Soriano filed separate oppositions to the application. The latter's opposition alleged that the two (2) lots subject of the application have not yet been subdivided and remained as one parcel; that he is the co-owner pro-indiviso of the combined area of the two (2) lots and not just to one-fourth (1/4) of Lot No. 8459 as alleged in the application; and that the applicant's source of ownership is voidable (pp. 298-299, Rollo). The Republic subsequently conceded that the land applied for was private and disposable (p. 294, Rollo).

On June 27, 1983, the Regional Trial Court, acting as a Land Registration Court, granted the application for Registration (pp. 293-294, Rollo). The decision was appealed to the Court of Appeals by the oppositors which affirmed the decision of the Land Registration Court. On certiorari to this Court in G.R. No. 70842, the petition was denied on November 11, 1985 and entry of judgment was made on December 16, 1985 (pp. 305-306, Rollo).

Meanwhile, on April 13, 1983, after the expiration of the original lease and the sub-lease in favor of Roman Soriano, the Abalos spouses filed a case for unlawful detainer against Roman Soriano. The case was docketed as Civil Case No. 3744 of the Municipal Trial Court of Lingayen. This case, however, was dismissed on motion of the complainants, Abalos spouses (p. 309, Rollo).

For their part, Elcocadio, Librada, Roman, Francisca, Lourdes, Candido and the heirs of Dionisia, filed on July 14, 1983, a complaint to annul the deeds of sale they executed in favor of the Abalos spouses or should the deeds be not annulled, to allow Roman, Elcocadio and Librada to redeem those shares sold by Candido, Lourdes, Francisca and the heirs of Dionisia and to uphold Roman Soriano's possession of the fishpond portion of the property as a tenant-caretaker (p. 92, Rollo). The case is docketed as Civil Case No. 15958 and is still pending with the Regional Trial Court of Lingayen, Pangasinan.

After the dismissal of the case for unlawful detainer, the Abalos spouses filed on August 22, 1984, a motion for execution of the post-decisional order embodying the agreement of Roman Soriano and the de Vera spouses allowing the former to sub-lease the property, in CAR Case No. 1724-P-68. The motion prayed:

"x x x that an order issue directing the issuance of a writ of execution commanding the sheriff to enforce the aforesaid order of December 22, 1972 by placing the spouses movants in the use and enjoyment of the leased premises jointly with plaintiff Roman Soriano and to levy so much of the latter's property to answer for the reasonable compensation for the use and occupation by Roman Soriano of the 6/7 share of the spouses-movants is (sic) the leased premises which is reasonably computed at P8,000 annually from July 1, 1982." (p. 175, Rollo)

On October 25, 1984, Roman filed a motion to suspend hearing on the rental demanded by the Abalos spouses until after the other issues raised in his opposition to the motion for execution are resolved, which are: 1) that the Abalos spouses were not parties to the compromise agreement; 2) that the compromise agreement sought to be executed had already been implemented; and 3) that the action to enforce the compromise agreement had already prescribed (p. 94, Rollo).

The motion to suspend hearing on the issue of the rentals was denied and the trial court authorized the substitution of the de Vera spouses by the Abalos spouses (p. 70, Rollo).

Roman Soriano's motion for reconsideration was denied on March 16, 1985 (pp. 76-81, Rollo).

Roman Soriano filed a petition for certiorari and prohibition with the Court of Appeals which sought the nullification of the order of the Regional Trial Court denying his motion for suspension of the hearing on the issue of rentals and the resolution denying his motion for reconsideration.

On December 11, 1985, Roman Soriano died (p. 16, Rollo). However, no substitution of parties was made.

On April 25, 1990, the Court of Appeals denied the petition. It found no grave abuse of discretion on the part of the trial judge in denying the motion to suspend hearing on the issue of rentals and in granting the motion for substitution.

Not satisfied with the decision of the Court of Appeals, the heirs of Roman Soriano brought this petition on the following grounds:

1. The Court of Appeals gravely abused its discretion when it upheld the respondent Judge in assuming jurisdiction over the issue of fixing rental despite the fact that the compromise agreement sought to be enforced had already been complied with.
2. The Court of Appeals gravely abused its discretion when it upheld respondent judge in assuming jurisdiction over the rental issue considering that the fixing or imposition of rental constitutes a modification of the compromise agreement which had long become final and executory.
3. The Court of Appeals gravely abused its discretion when it upheld the respondent judge in assuming jurisdiction over the rental issue despite the fact that private respondents have no personality to file the motion for execution because they are not parties to the case.

The petition is meritorious.

The respondent Court of Appeals quoted with approval the order of the trial court allowing the private respondents to present evidence to determine the amount of rentals in the motion for execution filed in CAR Case No. 1724-P-68. The trial court opined:

"It is (also) a fact beyond material contention that notwithstanding the expirations of the lease agreement executed by the parties, the herein plaintiff still continues occupying and using the fishpond. Under Article 1670 of the New Civil Code, it is provided that if at the end of the contract the lessee should continue enjoying the thing leased for 15 days with the acquiescence of the lessor, and unless a notice to the contrary by either party has been previously given, it is understood that there is an implied new lease, not for the period of the original contract but for the time established in Articles 1682 and 1687. The other terms of the original contract shall be revived.

"There being implied renewal of lease in favor of the plaintiff created by the fact that the latter has been allowed to continue using and occupying the fishpond despite the expiration of the lease contract on June 30, 1982, is the Court prohibited to determine the reasonable yearly rental of the fishpond in dispute? It should be noted with attention that our courts are not only courts of law but also courts of equity. Equity has been defined as a complement of legal jurisdiction, that which seeks and do complete justice where courts of law, through the inflexibility of their rules and want of power to adopt their judgments to the special circumstances of case, are incompetent to do so.

"In the case at bar, the plaintiff has been enjoying the use and occupation of the fishpond in question from the time his sub-lease contract expired on June 30, 1982, without paying any compensation or rental. Stated otherwise, he has been enriching himself at the expense of the spouses Braulio Abalos and Aquilina Abalos who are now the owners of 6/7 portion of the property. Equity therefore demands that plaintiff should pay the reasonable compensation for his use and occupation of said 6/7 portion of the property now pertaining to spouses Braulio and Aquilina Abalos." (pp. 96-98, Rollo)

It should be noted that the meat of the post decisional agreement sought to be executed was the creation of a sub-lessor and sub-lessee relationship between the de Veras and Roman Soriano. While it appears from the above resolution of the trial court that there was a basis for private respondents' demand for reasonable compensation for the use of the premises and for joint possession as a co-owner, the filing of a motion for execution of the post decisional agreement between the de Vera spouses and the petitioners predecessor, Roman Soriano, was not the proper remedy. The pleading filed with the trial court was captioned "Motion for Execution." However, it was very clear that, under the circumstances they were in, the relief demanded by the private respondents can properly be asked for in an unlawful detainer case or in other proper proceedings. A case for unlawful detainer was already brought by the private respondents against the petitioner but the former sought its dismissal for reasons not known. Be that as it may, there is still a pending civil action between the parties (Civil Case No. 15958) where possession is one of the issues to be resolved.

The agrarian court erred in not dismissing outright the motion for execution filed by private respondents. Said court, acting on the motion for execution had no jurisdiction to entertain propositions outside of the scope of the agreement sought to be executed. Further, the agreement sought to be enforced was approved by the court on December 22, 1972, eleven (11) years and eight (8) months from the time the motion for execution was filed on August 22, 1984. It is settled that under Section 6, Rule 39 of the Rules of Court, execution of a judgment (or a final order) may be made by motion within five (5) years from the date it becomes final and executory. After the lapse of such time, and before it is barred by the statute of limitations, a judgment may be enforced only by an ordinary action. Actions upon a judgment or a final order of the court must be brought within ten (10) years from the time the right of action accrues [(Article 1144 (3))] or within ten years counted from the time the judgment became final (see *PNB v. Deloso*, L-28301, March 30, 1970; *Rosensons, Inc., et al. v. Hon. Jose Jimenez, et al.*, L-41225, November 11, 1975). Furthermore, it is indubitable that the agreement sought to be executed had already been executed by the parties. The obligations of spouses De Vera, the original lessees, and of Roman Soriano, under the sub-lease agreement had already been complied with. Possession and rentals under the contracts were already delivered. In fact, at the time the motion for execution was filed the sub-lease contract had already expired. Hence, there was nothing more to execute.

The application by the trial court of its equity jurisdiction is misplaced. As often held by this Court, equity is available only in the absence of law and not as its replacement. All abstract arguments based only on equity should yield to positive rules, (judicial rules of procedure) which pre-empt and prevail over such persuasions (*Aguila v. CFI of Batangas*, L-48335, April 15, 1988, 160 SCRA 352; *Zabat v. CA*, L-36958, July 10, 1986). Moreover, a court acting without jurisdiction cannot justify its assumption thereof by invoking its equity jurisdiction.

We deemed it no longer necessary to resolve the other grounds for the petition in view of our stand that the motion for execution of the post decisional agreement is not the proper remedy to obtain the reliefs demanded.

ACCORDINGLY, the petition is GRANTED. The Decision appealed from is SET ASIDE. The motion for execution filed in CAR Case No. 1724-P-48 is DENIED.

SO ORDERED.

Narvasa, (Chairman), Cruz, and Grino-Aquino, JJ., concur.
Gancayco, J., on leave.

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