

**LA VISTA ASSOCIATION, INC., PETITIONER, VS. COURT OF APPEALS, SOLID HOMES, INC., ATENEO DE MANILA UNIVERSITY, ROMULO VILLA, LORENZO TIMBOL, EMDEN ENCARNACION, VICENTE CASIÑO, JR...***G.R. No. 95252. September 05, 1997*

Ponente: BELLOSILLO, J.

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MANGYAN ROAD is a 15-meter wide thoroughfare in Quezon City abutting Katipunan Avenue on the west, traversing the edges of La Vista Subdivision on the north and of the Ateneo de Manila University and Maryknoll (now Miriam) College on the south. Mangyan Road serves as the boundary between LA VISTA on one side and ATENEO and MARYKNOLL on the other. It bends towards the east and ends at the gate of Loyola Grand Villas Subdivision. The road has been the subject of an endless dispute, the disagreements always stemming from this unresolved issue: Is there an easement of right-of-way over Mangyan Road?

In resolving this controversy, the Court would wish to write finis to this seemingly interminable debate which has dragged on for more than twenty years.

The area comprising the 15-meter wide roadway was originally part of a vast tract of land owned by the Tuasons in Quezon City and Marikina. On 1 July 1949 the Tuasons sold to Philippine Building Corporation a portion of their landholdings amounting to 1,330,556 square meters by virtue of a Deed of Sale with Mortgage. Paragraph three (3) of the deed provides that “x x x the boundary line between the property herein sold and the adjoining property of the VENDORS shall be a road fifteen (15) meters wide, one-half of which shall be taken from the property herein sold to the VENDEE and the other half from the portion adjoining belonging to the VENDORS.”

On 7 December 1951 the Philippine Building Corporation, which was then acting for and in behalf of Ateneo de Manila University (ATENEO) in buying the properties from the Tuasons, sold, assigned and formally transferred in a Deed of Assignment with Assumption of Mortgage, with the consent of the Tuasons, the subject parcel of land to ATENEO which assumed the mortgage. The deed of assignment states -

The ASSIGNEE hereby agrees and assumes to pay the mortgage obligation on the above-described land in favor of the MORTGAGOR and to perform any and all terms and conditions as set forth in the Deed of Sale with Mortgage dated July 1, 1949, hereinabove referred to, which said document is incorporated herein and made an integral part of this contract by reference x x x x

On their part, the Tuasons developed a part of the estate adjoining the portion sold to Philippine Building Corporation into a residential village known as La Vista Subdivision. Thus the boundary between LA VISTA and the portion sold to Philippine Building Corporation was the 15-meter wide roadway known as the Mangyan Road.

On 6 June 1952 ATENEO sold to MARYKNOLL the western portion of the land adjacent to Mangyan Road. MARYKNOLL then constructed a wall in the middle of the 15-meter wide roadway making one-half of Mangyan

Road part of its school campus. The Tuasons objected and later filed a complaint before the then Court of First Instance of Rizal for the demolition of the wall. Subsequently, in an amicable settlement, MARYKNOLL agreed to remove the wall and restore Mangyan Road to its original width of 15 meters.

Meanwhile, the Tuasons developed its 7.5-meter share of the 15-meter wide boundary. ATENEO deferred improvement on its share and erected instead an adobe wall on the entire length of the boundary of its property parallel to the 15-meter wide roadway.

On 30 January 1976 ATENEO informed LA VISTA of the former's intention to develop some 16 hectares of its property along Mangyan Road into a subdivision. In response, LA VISTA President Manuel J. Gonzales clarified certain aspects with regard to the use of Mangyan Road. Thus -

x x x The Mangyan Road is a road fifteen meters wide, one-half of which is taken from your property and the other half from the La Vista Subdivision. So that the easement of a right-of-way on your 7 1/2 m. portion was created in our favor and likewise an easement of right-of-way was created on our 7 1/2 portion of the road in your favor (paragraph 3 of the Deed of Sale between the Tuasons and the Philippine Building Corporation and Ateneo de Manila dated 1 July 1949 x x x x

On 28 April 1976 LA VISTA President Manuel J. Gonzales, in a letter to ATENEO President Fr. Jose A. Cruz, S. J., offered to buy under specified conditions the property ATENEO was intending to develop. One of the conditions stipulated by the LA VISTA President was that "[i]t is the essence of the offer that the mutual right of way between the Ateneo de Manila University and La Vista Homeowners' Association will be extinguished." The offer of LA VISTA to buy was not accepted by ATENEO. Instead, on 10 May 1976 ATENEO offered to sell the property to the public subject to the condition that the right to use the 15-meter roadway will be transferred to the vendee who will negotiate with the legally involved parties regarding the use of such right as well as the development costs for improving the access road.

LA VISTA became one of the bidders. However it lost to Solid Homes, Inc., in the bidding. Thus on 29 October 1976 ATENEO executed a Deed of Sale in favor of Solid Homes, Inc., over parcels of land covering a total area of 124,424 square meters subject, among others, to the condition that -

7. The VENDOR hereby passes unto the VENDEE, its assigns and successors-in-interest the privileges of such right of way which the VENDOR acquired, and still has, by virtue of the Deeds mentioned in the immediately preceeding paragraph hereof; provided, that the VENDOR shall nonetheless continue to enjoy said right of way privileges with the VENDEE, which right of way in favor of the VENDOR shall be annotated on the pertinent road lot titles. However it is hereby agreed that the implementation of such right of way shall be for the VENDEE's sole responsibility and liability, and likewise any development of such right of way shall be for the full account of the VENDEE. In the future, if needed, the VENDOR is therefore free to make use of the aforesaid right of way, and/or Mangyan Road access, but in such a case the VENDOR shall contribute a pro-rata share in the maintenance of the area.

Subsequently, Solid Homes, Inc., developed a subdivision now known as Loyola Grand Villas and together they now claim to have an easement of right-of-way along Mangyan Road through which they could have access to Katipunan Avenue.

LA VISTA President Manuel J. Gonzales however informed Solid Homes, Inc., that LA VISTA could not recognize the right-of-way over Mangyan Road because, first, Philippine Building Corporation and its assignee ATENEO never complied with their obligation of providing the Tuasons with a right-of-way on their 7.5-meter portion of the road and, second, since the property was purchased for commercial purposes, Solid Homes, Inc., was no longer entitled to the right-of-way as Mangyan Road was established exclusively for ATENEO in whose favor the right-of-way was originally constituted. LA VISTA, after instructing its security guards to prohibit

agents and assignees of Solid Homes, Inc., from traversing Mangyan Road, then constructed one-meter high cylindrical concrete posts chained together at the middle of and along the entire length of Mangyan Road thus preventing the residents of LOYOLA from passing through.

Solid Homes, Inc., complained to LA VISTA but the concrete posts were not removed. To gain access to LOYOLA through Mangyan Road an opening through the adobe wall of ATENEO was made and some six (6) cylindrical concrete posts of LA VISTA were destroyed. LA VISTA then stationed security guards in the area to prevent entry to LOYOLA through Mangyan Road.

On 17 December 1976, to avert violence, Solid Homes, Inc., instituted the instant case, docketed as Civil Case No. Q-22450, before the then Court of First Instance of Rizal and prayed that LA VISTA be enjoined from preventing and obstructing the use and passage of LOYOLA residents through Mangyan Road. LA VISTA in turn filed a third-party complaint against ATENEO. On 14 September 1983 the trial court issued a preliminary injunction in favor of Solid Homes, Inc. (affirming an earlier order of 22 November 1977), directing LA VISTA to desist from blocking and preventing the use of Mangyan Road. The injunction order of 14 September 1983 was however nullified and set aside on 31 May 1985 by the then Intermediate Appellate Court[1] in AC-G.R. SP No. 02534. Thus in a petition for review on certiorari, docketed as G.R. No. 71150, Solid Homes, Inc., assailed the nullification and setting aside of the preliminary injunction issued by the trial court.

Meanwhile, on 20 November 1987 the Regional Trial Court of Quezon City rendered a decision on the merits[2] in Civil Case No. Q-22450 affirming and recognizing the easement of right-of-way along Mangyan Road in favor of Solid Homes, Inc., and ordering LA VISTA to pay damages thus -

ACCORDINGLY, judgment is hereby rendered declaring that an easement of a right-of-way exists in favor of the plaintiff over Mangyan Road, and, consequently, the injunction prayed for by the plaintiff is granted, enjoining thereby the defendant, its successors-in-interest, its/their agents and all persons acting for and on its/their behalf, from closing, obstructing, preventing or otherwise refusing to the plaintiff, its successors-in-interest, its/their agents and all persons acting for and on its/their behalf, and to the public in general, the unobstructed ingress and egress on Mangyan Road, which is the boundary road between the La Vista Subdivision on one hand, and the Ateneo de Manila University, Quezon City, and the Loyola Grand Villas Subdivision, Marikina, Metro Manila, on the other; and, in addition the defendant is ordered to pay the plaintiff reasonable attorney's fees in the amount of P30,000.00. The defendant-third-party plaintiff is also ordered to pay the third-party defendant reasonable attorney's fees for another amount of P15,000.00. The counter-claim of the defendant against the plaintiff is dismissed for lack of merit. With costs against the defendant.

Quite expectedly, LA VISTA appealed to the Court of Appeals, docketed as CA-G.R. CV No. 19929. On 20 April 1988 this Court, taking into consideration the 20 November 1987 Decision of the trial court, dismissed the petition docketed as G.R. No. 71150 wherein Solid Homes, Inc., sought reversal of the 31 May 1985 Decision in AC-G.R. SP No. 02534 which nullified and set aside the 14 September 1983 injunction order of the trial court. There we said -

Considering that preliminary injunction is a provisional remedy which may be granted at any time after the commencement of the action and before judgment when it is established that the plaintiff is entitled to the relief demanded and only when his complaint shows facts entitling such reliefs (Section 3(a), Rule 58) and it appearing that the trial court had already granted the issuance of a final injunction in favor of petitioner in its decision rendered after trial on the merits (Sections 7 & 10, Rule 58, Rules of Court), the Court resolved to Dismiss the instant petition having been rendered moot and academic. An injunction issued by the trial court after it has already made a clear pronouncement as to the plaintiff's right thereto, that is, after the same issue has been decided on the merits, the trial court having appreciated the evidence presented, is proper,

notwithstanding the fact that the decision rendered is not yet final (II Moran, pp. 81-82, 1980 ed.). Being an ancillary remedy, the proceedings for preliminary injunction cannot stand separately or proceed independently of the decision rendered on the merit of the main case for injunction. The merit of the main case having been already determined in favor of the applicant, the preliminary determination of its non-existence ceases to have any force and effect.[3]

On the other hand, in CA-G.R. CV No. 19929, several incidents were presented for resolution: two (2) motions filed by Solid Homes, Inc., to cite certain officers of LA VISTA for contempt for alleged violation of the injunction ordaining free access to and egress from Mangyan Road, to which LA VISTA responded with its own motion to cite Solid Homes, Inc., for contempt; a motion for leave to intervene and to re-open Mangyan Road filed by residents of LOYOLA; and, a petition praying for the issuance of a restraining order to enjoin the closing of Mangyan Road. On 21 September 1989 the incidents were resolved by the Court of Appeals[4] thus -

1. Defendant-appellant La Vista Association, Inc., its Board of Directors and other officials and all persons acting under their orders and in their behalf are ordered to allow all residents of Phase I and II of Loyola Grand Villas unobstructed right-of-way or passage through the Mangyan Road which is the boundary between the La Vista Subdivision and the Loyola Grand Villas Subdivision;
2. The motion to intervene as plaintiffs filed by the residents of Loyola Grand Villas Subdivision is GRANTED; and
3. The motions for contempt filed by both plaintiff-appellee and defendant-appellant are DENIED.

This resolution is immediately executory.[5]

On 15 December 1989 both motions for reconsideration of Solid Homes, Inc., and LA VISTA were denied. In separate petitions, both elevated the 21 September 1989 and 15 December 1989 Resolutions of the Court of Appeals to this Court. The petition of Solid Homes, Inc., docketed as G.R. No. 91433, prayed for an order directing the appellate court to take cognizance of and hear the motions for contempt, while that of LA VISTA in G.R. No. 91502 sought the issuance of a preliminary injunction to order Solid Homes, Inc., ATENEO and LOYOLA residents to desist from intruding into Mangyan Road.

On 22 May 1990, pending resolution of G.R. Nos. 91433 and 91502, the Second Division of the Court of Appeals[6] in CA-G.R. CV No. 19929 affirmed in toto the Decision of the trial court in Civil Case No. Q-22450. On 6 September 1990 the motions for reconsideration and/or re-raffle and to set the case for oral argument were denied. In view of the affirmance of the Decision by the Court of Appeals in CA-G.R. CV No. 19929 this Court dismissed the petition in G.R. No. 91502 for being moot as its main concern was merely the validity of a provisional or preliminary injunction earlier issued. We also denied the petition in G.R. No. 91433 in the absence of a discernible grave abuse of discretion in the ruling of the appellate court that it could not entertain the motions to cite the parties for contempt "because a charge of contempt committed against a superior court may be filed only before the court against whom the contempt has been committed" (Sec. 4, Rule 71, Rules of Court).[7]

Consequently we are left with the instant case where petitioner LA VISTA assails the Decision of respondent Court of Appeals affirming in toto the Decision of the trial court which rendered a judgment on the merits and recognized an easement of right-of-way along Mangyan Road, permanently enjoining LA VISTA from closing to Solid Homes, Inc., and its successors-in-interest the ingress and egress on Mangyan Road.

In its first assigned error, petitioner LA VISTA argues that respondent appellate court erred in disregarding the decisions in (a) La Vista Association, Inc., v. Hon. Ortiz,[8] affirmed by this Court in Tecson v. Court of Appeals[9] (b) La Vista Association, Inc., v. Hon. Leviste,[10] affirmed by this Court in Rivera v. Hon. Intermediate Appellate Court[11] and, (c) La Vista v. Hon. Mendoza,[12] and in holding that an easement of

right-of-way over Mangyan Road exists.[13]

We do not agree with petitioner. The reliance of petitioner on the cited cases is out of place as they involve the issuance of a preliminary injunction pending resolution of a case on the merits. In the instant case, however, the subject of inquiry is not merely the issuance of a preliminary injunction but the final injunctive writ which was issued after trial on the merits. A writ of preliminary injunction is generally based solely on initial and incomplete evidence. The opinion and findings of fact of a court when issuing a writ of preliminary injunction are interlocutory in nature and made even before the trial on the merits is terminated. Consequently there may be vital facts subsequently presented during the trial which were not obtaining when the writ of preliminary injunction was issued. Hence, to equate the basis for the issuance of a preliminary injunction with that for the issuance of a final injunctive writ is erroneous. And it does not necessarily mean that when a writ of preliminary injunction issues a final injunction follows. Accordingly, respondent Court of Appeals in its assailed Decision rightly held that -

We are unswayed by appellant's theory that the cases cited by them in their Brief (pages 17 and 32) and in their motion for early resolution (page 11, Rollo) to buttress the first assigned error, are final judgments on the merits of, and therefore res judicata to the instant query. It is quite strange that appellant was extremely cautious in not mentioning this doctrine but the vague disquisition nevertheless points to this same tenet, which upon closer examination negates the very proposition. Generally, it is axiomatic that res judicata will attach in favor of La Vista if and when the case under review was disposed of on the merits and with finality (*Manila Electric Co., vs. Artiaga*, 50 Phil. 144; 147; *S. Diego vs. Carmona*, 70 Phil. 281; 283; cited in *Comments on the Rules of Court*, by Moran, Volume II, 1970 edition, page 365; *Roman Catholic Archbishop vs. Director of Lands*, 35 Phil. 339; 350-351, cited in *Remedial Law Compendium*, by Regalado, Volume I, 1986 Fourth revised Edition, page 40). Appellants suffer from the mistaken notion that the "merits" of the certiorari petitions impugning the preliminary injunction in the cases cited by it are tantamount to the merits of the main case, subject of the instant appeal. Quite the contrary, the so-called "final judgments" adverted to dealt only with the propriety of the issuance or non-issuance of the writ of preliminary injunction, unlike the present recourse which is directed against a final injunctive writ under Section 10, Rule 58. Thus the invocation of the disputed matter herein is misplaced.[14]

We thus repeat what we said in *Solid Homes, Inc., v. La Vista* [15] which respondent Court of Appeals quoted in its assailed Decision [16] -

Being an ancillary remedy, the proceedings for preliminary injunction cannot stand separately or proceed independently of the decision rendered on the merits of the main case for injunction. The merits of the main case having been already determined in favor of the applicant, the preliminary determination of its non-existence ceases to have any force and effect.

Petitioner LA VISTA in its lengthy Memorandum also quotes our ruling in *Ramos, Sr., v. Gatchalian Realty, Inc.*, [17] no less than five (5) times[18] -

To allow the petitioner access to Sucat Road through Gatchalian Avenue in spite of a road right-of-way provided by the petitioner's subdivision for its buyers simply because Gatchalian Avenue allows petitioner a much greater ease in going to and coming from the main thoroughfare is to completely ignore what jurisprudence has consistently maintained through the years regarding an easement of a right-of-way, that 'mere convenience for the dominant estate is not enough to serve as its basis. To justify the imposition of this servitude, there must be a real, not a fictitious or artificial, necessity for it' (*See Tolentino, Civil Code of the Philippines*, Vol. II, 2nd ed., 1972, p. 371)

Again this is misplaced. *Ramos, Sr., v. Gatchalian Realty, Inc.*, [19] concerns a legal or compulsory easement of right-of-way -

Since there is no agreement between the contending parties in this case granting a right-of-way by one in favor of the other, the establishment of a voluntary easement between the petitioner and the respondent company and/or the other private respondents is ruled out. What is left to examine is whether or not petitioner is entitled to a legal or compulsory easement of a right-of-way -

which should be distinguished from a voluntary easement. A legal or compulsory easement is that which is constituted by law for public use or for private interest. By express provisions of Arts. 649 and 650 of the New Civil Code, the owner of an estate may claim a legal or compulsory right-of-way only after he has established the existence of four (4) requisites, namely, (a) the estate is surrounded by other immovables and is without adequate outlet to a public highway; (b) after payment of the proper indemnity; (c) the isolation was not due to the proprietor's own acts; and, (d) the right-of-way claimed is at a point least prejudicial to the servient estate, and insofar as consistent with this rule, where the distance from the dominant estate to a public highway may be the shortest.[20] A voluntary easement on the other hand is constituted simply by will or agreement of the parties.

From the facts of the instant case it is very apparent that the parties and their respective predecessors-in-interest intended to establish an easement of right-of-way over Mangyan Road for their mutual benefit, both as dominant and servient estates. This is quite evident when: (a) the Tuasons and the Philippine Building Corporation in 1949 stipulated in par. 3 of their Deed of Sale with Mortgage that the "boundary line between the property herein sold and the adjoining property of the VENDORS shall be a road fifteen (15) meters wide, one-half of which shall be taken from the property herein sold to the VENDEE and the other half from the portion adjoining belonging to the vendors;" (b) the Tuasons in 1951 expressly agreed and consented to the assignment of the land to, and the assumption of all the rights and obligations by ATENEO, including the obligation to contribute seven and one-half meters of the property sold to form part of the 15-meter wide roadway; (c) the Tuasons in 1958 filed a complaint against MARYKNOLL and ATENEO for breach of contract and the enforcement of the reciprocal easement on Mangyan Road, and demanded that MARYKNOLL set back its wall to restore Mangyan Road to its original width of 15 meters, after MARYKNOLL constructed a wall in the middle of the 15-meter wide roadway; (d) LA VISTA President Manuel J. Gonzales admitted and clarified in 1976, in a letter to ATENEO President Fr. Jose A. Cruz, S.J., that "Mangyan Road is a road fifteen meters wide, one-half of which is taken from your property and the other half from the La Vista Subdivision. So that the easement of a right-of-way on your 7 1/2 m. portion was created in our favor and likewise an easement of right-of-way was created on our 7 1/2 m. portion of the road in your favor;" (e) LA VISTA, in its offer to buy the hillside portion of the ATENEO property in 1976, acknowledged the existence of the contractual right-of-way as it manifested that the mutual right-of-way between the Ateneo de Manila University and La Vista Homeowners' Association would be extinguished if it bought the adjacent ATENEO property and would thus become the owner of both the dominant and servient estates; and, (f) LA VISTA President Luis G. Quimson, in a letter addressed to the Chief Justice, received by this Court on 26 March 1997, acknowledged that "one-half of the whole length of (Mangyan Road) belongs to La Vista Assn., Inc. The other half is owned by Miriam (Maryknoll) and the Ateneo in equal portions;"

These certainly are indubitable proofs that the parties concerned had indeed constituted a voluntary easement of right-of-way over Mangyan Road and, like any other contract, the same could be extinguished only by mutual agreement or by renunciation of the owner of the dominant estate. Thus respondent Court of Appeals did not commit a reversible error when it ruled that -

Concerning the pivotal question posed herein on the existence of an easement, we are of the belief, and thus hereby hold that a right-of-way was properly appreciated along the entire route of Mangyan Road. Incidentally, the pretense that the court a quo erred in holding that Mangyan Road is the boundary road between La Vista and Ateneo (page 31, Appellant's Brief) does not raise any critical eyebrow since the same is wholly irrelevant to the existence of a servitude thereon from their express admission to the contrary (paragraph 1, Answer).

One's attention should rather be focused on the contractual stipulations in the deed of sale between the Tuason Family and the Philippine Building Corporation (paragraph 3, thereof) which were incorporated in the deed of assignment with assumption of mortgage by the Philippine Building Corporation in favor of Ateneo (first paragraph, page 4 of the deed) as well as in the deed of sale dated October 24, 1976 when the property was ultimately transferred by Ateneo to plaintiff-appellee. Like any other contractual stipulation, the same cannot be extinguished except by voluntary rescission of the contract establishing the servitude or renunciation by the owner of the dominant lots (*Chuanico vs. Ibañez*, 7 CA Reports, 2nd Series, 1965 edition, pages 582; 589, cited in *Civil Law Annotated*, by Padilla, Volume II, 1972 Edition, pages 602-603), more so when the easement was implicitly recognized by the letters of the La Vista President to Ateneo dated February 11 and April 28, 1976 (page 22, Decision; 19 Ruling Case Law 745).

The free ingress and egress along Mangyan Road created by the voluntary agreement between Ateneo and Solid Homes, Inc., is thus legally demandable (Articles 619 and 625, New Civil Code) with the corresponding duty on the servient estate not to obstruct the same so much so that -

When the owner of the servient tenement performs acts or constructs works impairing the use of the servitude, the owner of the dominant tenement may ask for the destruction of such works and the restoration of the things to their condition before the impairment was committed, with indemnity for damages suffered (3 Sanchez Roman 609). An injunction may also be obtained in order to restrain the owner of the servient tenement from obstructing or impairing in any manner the lawful use of the servitude (*Resolme v. Lazo*, 27 Phil. 416; 417; 418).” (*Commentaries and Jurisprudence on the Civil Code of the Philippines*, by Tolentino, Volume 2, 1963 edition, page 320)[21]

Resultantly, when the court says that an easement exists, it is not creating one. For, even an injunction cannot be used to create one as there is no such thing as a judicial easement. As in the instant case, the court merely declares the existence of an easement created by the parties. Respondent court could not have said it any better -

It must be emphasized, however, that We are not constituting an easement along Mangyan Road, but merely declaring the existence of one created by the manifest will of the parties herein in recognition of autonomy of contracts (Articles 1306 and 619, New Civil Code; Tolentino, *supra*, page 308; *Civil Code of the Philippines*, by Paras, Volume II, 1984 edition, page 549).[22]

The argument of petitioner LA VISTA that there are other routes to LOYOLA from Mangyan Road is likewise meritless, to say the least. The opening of an adequate outlet to a highway can extinguish only legal or compulsory easements, not voluntary easements like in the case at bar. The fact that an easement by grant may have also qualified as an easement of necessity does not detract from its permanency as a property right, which survives the termination of the necessity.[23]

That there is no contract between LA VISTA and Solid Homes, Inc., and thus the court could not have declared the existence of an easement created by the manifest will of the parties, is devoid of merit. The predecessors-in-interest of both LA VISTA and Solid Homes, Inc., i.e., the Tuasons and the Philippine Building Corporation, respectively, clearly established a contractual easement of right-of-way over Mangyan Road. When the Philippine Building Corporation transferred its rights and obligations to ATENEO the Tuasons expressly consented and agreed thereto. Meanwhile, the Tuasons themselves developed their property into what is now known as LA VISTA. On the other hand, ATENEO sold the hillside portions of its property to Solid Homes, Inc., including the right over the easement of right-of-way. In sum, when the easement in this case was established by contract, the parties unequivocally made provisions for its observance by all who in the future might succeed them in dominion.

The contractual easement of right-of-way having been confirmed, we find no reason to delve on the issue

concerning P.D. No. 957 which supposedly grants free access to any subdivision street to government or public offices within the subdivision. In the instant case, the rights under the law have already been superseded by the voluntary easement of right-of-way.

Finally, petitioner questions the intervention of some LOYOLA residents at a time when the case was already on appeal, and submits that intervention is no longer permissible after trial has been concluded. Suffice it to say that in *Director of Lands v. Court of Appeals*,<sup>[24]</sup> we said -

It is quite clear and patent that the motions for intervention filed by the movants at this stage of the proceedings where trial has already been concluded, a judgment thereon had been promulgated in favor of private respondent and on appeal by the losing party x x x the same was affirmed by the Court of Appeals and the instant petition for certiorari to review said judgment is already submitted for decision by the Supreme Court, are obviously and manifestly late, beyond the period prescribed under x x x Section 2, Rule 12 of the Rules of Court (now Sec. 2, Rule 19, 1997 Rules of Civil Procedure).

But Rule 12 of the Rules of Court, like all other Rules therein promulgated, is simply a rule of procedure, the whole purpose and object of which is to make the powers of the Court fully and completely available for justice. The purpose of procedure is not to thwart justice. Its proper aim is to facilitate the application of justice to the rival claims of contending parties. It was created not to hinder and delay but to facilitate and promote the administration of justice. It does not constitute the thing itself which courts are always striving to secure to litigants. It is designed as the means best adopted to obtain that thing. In other words, it is a means to an end.

The denial of the motions for intervention arising from the strict application of the Rule due to alleged lack of notice to, or the alleged failure of, movants to act seasonably will lead the Court to commit an act of injustice to the movants, to their successors-in-interest and to all purchasers for value and in good faith and thereby open the door to fraud, falsehood and misrepresentation, should intervenors' claims be proven to be true.

After all, the intervention does not appear to have been filed to delay the proceedings. On the contrary, it seems to have expedited the resolution of the case as the incidents brought forth by the intervention, which could have been raised in another case, were resolved together with the issues herein resulting in a more thorough disposal of this case.

WHEREFORE, the Decision of respondent Court of Appeals dated 22 May 1990 and its Resolution dated 6 September 1990, which affirmed the Decision of the RTC-Br. 89, Quezon City, dated 20 November 1987, are AFFIRMED.

SO ORDERED.

Vitug, Kapunan, and Hermosisima, Jr., JJ., concur.

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[1] Decision penned by Justice Simeon M. Gopengco, concurred in by Justices Lino M. Patajo and Jose Racela, Jr.

[2] Decision penned by Judge Rodolfo A. Ortiz, RTC-Br. 89, Quezon City.

[3] Resolution of 20 April 1988, G.R. No. 71150, p. 2.

[4] Resolution penned by Justice Santiago M. Kapunan (now a member of this Court), concurred in by Justices Lorna S. Lombos-De la Fuente and Minerva G. Reyes.

[5] See Resolution of 4 March 1992 in G.R. Nos. 91433 and 91502, pp. 3-4.

[6] Decision penned by Justice Jose A. R. Melo (now a member of this Court), concurred in by Justices Antonio M. Martinez and Filemon H. Mendoza.

- [7] See Resolution of the Court of Appeals in CA-G.R. CV No. 19929, 21 September 1989, p. 7.
- [8] CA-G.R. No. 02534, 31 May 1985.
- [9] G.R. No. 89283, 23 August 1989.
- [10] CA-G.R. SP No. 03083, 6 January 1996.
- [11] G.R. No. 74249, 20 January 1989, 169 SCRA 307.
- [12] CA-G.R. SP No. 16410, 22 May 1989.
- [13] Memorandum of Petitioner, p. 18.
- [14] CA- G.R. CV No. 19929, 22 May 1990, pp. 9-10.
- [15] G.R. No. 71150, 20 April 1988.
- [16] *Id.*, pp. 12-13.
- [17] G.R. No. 75905, 12 October 1987, 154 SCRA 703, 712.
- [18] Memorandum of Petitioner, pp. 21-22, 25, 29-30, 32-33, 45.
- [19] See Note 17, p. 710.
- [20] *Vda. de Baltazar v. Court of Appeals*, G.R. No. 106082, 27 June 1995, 245 SCRA 333, citing *Locsin v. Climaco*, No. L-27319, 31 January 1969, 26 SCRA 816 and *Angela Estate v. CFI of Negros Occidental*, L-27084, 31 July 1968, 24 SCRA 500, 510.
- [21] CA-G.R. CV No. 19929, 22 May 1990, pp. 11-12.
- [22] *Id.*, p. 13.
- [23] *Benedicto v. Court of Appeals*, No. L-22733, 25 September 1968, 25 SCRA 145.
- [24] No. L-45168, 25 September 1979, 93 SCRA 238, 245-246.

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