

CARLOS O. YSMAEL, PETITIONER, VS. COURT OF APPEALS (FORMER SECOND DIVISION); HOUSING AND LAND USE REGULATORY BOARD, OFFICE OF APPEALS, ADJUDICATION AND LEGAL AFFAIRS REPRESENTED...

G.R. No. 96999. June 10, 1997

Ponente: KAPUNAN, J.

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KAPUNAN, J.:

This petition for review on certiorari under Rule 45 of the Rules of Court and prohibition with preliminary injunction assails the Decision of the Court of Appeals in CA-G.R. SP No. 22076 dated 31 August 1990 dismissing the petition for certiorari filed by petitioner and its Resolution dated 8 January 1991 denying petitioner's motion for reconsideration.

The antecedents of the case are as follows:

On 27 January 1965, petitioner sold two (2) parcels of subdivision lots (Lots No. 1 and 3, Block No. 1, Carmel Subdivision V-A, Tandang Sora District, Quezon City) to private respondent Eliseo R. Jamlang on installment basis. On 25 February 1974, Jamlang completed the payments for the aforementioned lots. However, petitioner failed to deliver the titles upon demand.

Records bare that before the aforesaid sale, on 10 July 1964 petitioner mortgaged one of the lots to Pilipinas Bank. Thereafter, on 9 September 1966 petitioner, likewise, mortgaged the other lot to China Banking Corporation and on 17 September 1974, said lot was again mortgaged to Equitable Banking Corporation.

Pilipinas Bank foreclosed the mortgage on the first lot on 22 July 1974 while the second lot was foreclosed by Equitable Banking Corporation on 29 August 1983.

Due to petitioner's failure to deliver the titles of the subject lots, Jamlang sought relief from the Housing and Land Use Regulatory Board (HLURB) by filing a complaint for specific performance with damages on 4 December 1986. The prayer of the complaint reads as follows:

WHEREFORE, it is respectfully prayed that judgment be rendered in favor of complainant and against the respondents:

1. to order respondents to deliver the titles of the two (2) parcels of land to complainant;
2. to pay to complainant moral damages in the sum of P100,000.00 plus exemplary damages in the amount within the discretion of the Honorable Commission;
3. to pay to complainant attorney's fees of P25,000.00 and costs.

OTHER AND FURTHER SANCTIONS AND RELIEFS, just and equitable, are herein prayed for.[1]

Petitioner failed to file his answer within the reglementary period. He also failed to attend the scheduled hearings

despite notification.

Consequently, private respondent Jamlang filed a motion to declare petitioner in default which was granted in an Order dated 29 May 1987.[2] On 17 June 1987, the HLURB received evidence ex parte and on 19 August 1987, rendered its Decision, the dispositive portion of which reads:

WHEREFORE, judgment is hereby rendered ordering respondents Carmel Corporation and Carlos Ysmael, within thirty (30) days from finality of this decision, to deliver to complainant the title of Lots No. 1 and 3, Block No. 1, Carmel Subdivision V-A, Tandang Sora District, Quezon City free from all liens and encumbrances, and to pay complainant the amount of P3,000.00 as administrative fine for violation of Section 25 in relation to Section 38 of P.D. 957.

Failure to comply with this decision will constrain this Board to forward the records of this case to the Task Force on Subdivision, Department of Justice for the filing of appropriate criminal action, against the responsible officers of respondent corporation.

IT IS SO ORDERED.[3]

On 12 October 1987, upon motion of private respondent Jamlang and after the aforestated decision became final, the HLURB issued a writ of execution directing petitioner to comply with the following:

ELISEO R. JAMLANG,

COMPLAINANT,

-VERSUS- HLRB CASE NO. REM-011387-3068

CARMEL CORPORATION AND

CARLOS YSMAEL,

RESPONDENTS. WRIT OF EXECUTION

x ----- x

TO: THE EX-OFFICIO SHERIFF

(OR ANY OF HIS DEPUTIES)

REGIONAL TRIAL COURT

QUEZON CITY, METRO MANILA

GREETINGS:

WHEREAS, A DECISION WAS RENDERED BY THIS BOARD (FORMERLY HUMAN SETTLEMENTS REGULATORY COMMISSION) DATED 19 AUGUST 1987, A COPY OF WHICH IS HEREWITH ATTACHED;

WHEREAS, THE DISPOSITIVE PORTION THEREOF PROVIDES TO WIT:

““WHEREFORE, JUDGMENT IS HEREBY RENDERED ORDERING RESPONDENTS CARMEL CORPORATION AND CARLOS YSMAEL WITHIN THIRTY (30) DAYS FROM FINALITY OF THIS DECISION TO DELIVER TO COMPLAINANT THE TITLE OF LOTS NO. 1 AND 3, BLOCK NO. 1, CARMEL SUBDIVISION V-A TANDANG SORA DISTRICT, QUEZON CITY FREE FROM ALL LIENS AND ENCUMBRANCES, AND TO PAY COMPLAINANT THE AMOUNT OF P3,000.00 BY WAY OF ATTORNEY’S FEES AND THIS BOARD P3,000.00 AS ADMINISTRATIVE FINE FOR VIOLATION OF

SECTION 25 IN RELATION TO SECTION 38 OF P.D. 957.”

WHEREAS, THE DECISION HAS ALREADY BECOME FINAL AND EXECUTORY;

WHEREAS, RESPONDENTS FAILED TO COMPLY WITH THE SAME;

WHEREFORE, WE COMMAND YOU PURSUANT TO P.D. NO. 1344 IMPLEMENTING P.D. NO. 957 IN CONNECTION WITH EXECUTIVE ORDER NO. 648 AND EXECUTIVE ORDER NO. 90 TO EXECUTE SAID JUDGMENT BY CAUSING RESPONDENTS CARMEL CORPORATION AND CARLOS YSMAEL OF 102 4TH STREET, NEW MANILA, QUEZON CITY, METRO MANILA TO DELIVER TO COMPLAINANT THE TITLE OF LOTS NO. 1 AND 3, BLOCK NO. 1 CARMEL SUBDIVISION V-A TANDANG SORA DISTRICT, QUEZON CITY FREE FROM ALL LIENS AND ENCUMBRANCES, AND TO PAY COMPLAINANT THE AMOUNT OF P3,000.00 BY WAY OF ATTORNEY’S FEES AND THIS BOARD P3,000.00 AS ADMINISTRATIVE FINE FOR VIOLATION OF SECTION 25 IN RELATION TO SECTION 38 OF P.D. 957.

WE COMMAND YOU FURTHER THAT, OF THE GOODS AND CHATTELS OF RESPONDENTS CARMEL CORPORATION AND CARLOS YSMAEL AT 102 4TH STREET, NEW MANILA, QUEZON CITY, METRO MANILA YOU CAUSE TO BE MADE THE SAID SUMS OF MONEY, TOGETHER WITH YOUR LAWFUL FEES FOR THE SERVICE OF THIS EXECUTION, ALL IN MONEY OF THE PHILIPPINES, AND THAT YOU TENDER THE AMOUNT REPRESENTING ATTORNEY’S FEES TO THE COMPLAINANT AND THE ADMINISTRATIVE FINE THIS BOARD, ASIDE FROM YOUR OWN FEES ON THIS EXECUTION AND TO RETURN THIS WRIT TO THIS BOARD WITH YOUR PROCEEDINGS INDORSED THEREON.

BUT IF SUFFICIENT PERSONAL PROPERTIES CANNOT BE FOUND WHEREOF TO SATISFY THIS EXECUTION AND LAWFUL FEES THEREON, THEN YOU ARE COMMANDED THAT OF THE LANDS AND BUILDINGS OF SAID RESPONDENTS, YOU CAUSE TO BE MADE THE SAID SUMS OF MONEY IN THE MANNER PROVIDED FOR BY LAW AND THE RULES OF COURT MAKE RETURN OF THIS WRIT WITHIN SIXTY (60) DAYS FROM THE DATE OF RECEIPT THEREOF.[4]

On 31 October 1987, a copy of the writ was served on petitioner by the Sheriff of Quezon City. However, the same was returned unsatisfied due to the foreclosure of the subject lots by the mortgagee banks.

Meanwhile, the HLURB forwarded the records of the case at bar to the Task Force on Subdivision, Department of Justice, which, in turn, found a prima facie case against petitioner for violation of Section 25 of P.D. 957. Accordingly, Criminal Case No. 88-62349 was filed against him with the Regional Trial Court of Manila, Branch XVII.[5]

Jamlang filed a motion for an alias writ of execution and prayed that he be reimbursed the current market value of the two lots subject of this case as an alternative relief.

The HLURB granted the aforestated motion and on 12 April 1989 issued an alias writ of execution which is substantially the same as the first writ but with the addition of an alternative command for petitioner to pay private respondent Jamlang the current market value of the lots subject of the judgment. We quote the pertinent parts of the said alias writ of execution as follows:

xxx.

WHEREFORE, WE COMMAND YOU PURSUANT TO P.D. NO. 1344 IMPLEMENTING P.D. 957 IN CONNECTION WITH EXECUTIVE ORDER NO. 648 AND EXECUTIVE ORDER NO. 90 TO EXECUTE SAID JUDGMENT BY CAUSING RESPONDENTS CARMEL CORPORATION AND CARLOS YSMAEL AT 102 4TH STREET, NEW MANILA, QUEZON CITY TO DELIVER TO COMPLAINANT THE TITLE

OF LOTS NO. 1 AND 3, BLOCK NO. 1 CARMEL SUBDIVISION V-A, TANDANG SORA DISTRICT, QUEZON CITY FREE FROM ALL LIENS AND ENCUMBRANCES OR IN THE ALTERNATIVE TO PAY COMPLAINANT THE CURRENT MARKET VALUE OF THE SAID LOTS AND TO PAY COMPLAINANT THE AMOUNT OF P3,000.00 BY WAY OF ATTORNEY'S FEES AND THIS BOARD P3,000.00 AS ADMINISTRATIVE FINE FOR VIOLATION OF SECTION 25 IN RELATION TO SECTION 38 OF P. D. 957.

WE COMMAND YOU FURTHER THAT, OF THE GOODS AND CHATTELS OF RESPONDENT CARMEL CORPORATION AND CARLOS YSMAEL, YOU CAUSE TO BE MADE THE SAID SUMS OF MONEY, TOGETHER WITH YOUR LAWFUL FEES FOR THE SERVICE OF THIS EXECUTION, ALL IN THE MONEY OF THE PHILIPPINES, AND THAT YOU TENDER THE AMOUNT REPRESENTING THE ATTORNEY'S FEES TO THE COMPLAINANT AND THE ADMINISTRATIVE FINE TO THIS BOARD ASIDE FROM YOUR OWN FEES ON THIS EXECUTION AND TO RETURN THIS WRIT TO THIS BOARD WITH YOUR PROCEEDINGS INDORSED THEREON.

BUT IF SUFFICIENT PERSONAL PROPERTIES CANNOT BE FOUND WHEREOF TO SATISFY THIS EXECUTION AND LAWFUL FEES THEREON, THEN YOU ARE COMMANDED THAT OF THE LANDS AND BUILDINGS OF SAID RESPONDENTS, YOU CAUSE TO BE MADE THE SAID SUMS OF MONEY IN THE MANNER PROVIDED FOR BY LAW AND THE RULES OF COURT AND TO MAKE RETURN OF THIS WRIT WITHIN (60) DAYS FROM THE DATE OF RECEIPT THEREOF.[6] (Underscoring ours.)

By virtue of the aforecited alias writ of execution, real property owned by petitioner located at 102 4th Street, New Manila, Quezon City, covered by TCT No. 29696 was levied on execution and sold at public auction on 2 June 1989. Jamlang was the highest bidder for P1,590,210.00 which amount corresponded to the current market value of the said property as appraised by a duly licensed appraiser authorized by the HLURB. A certificate of sale was duly issued in favor of Jamlang on the same date.[7]

Petitioner failed to redeem the said property within the period allowed by law for redemption and as a result, a Sheriff's Final Deed of Sale was issued in favor of Jamlang.[8]

On 27 June 1990, the Housing and Land Use Arbiter issued an order which reads, thus:

Finding complainant's Motion, dated 25 June 1990, to be well taken, the same is hereby GRANTED.

Accordingly, the Ex-Officio Sheriff or any of his Deputies, Quezon City, is hereby ordered to place the complainant herein, Eliseo R. Jamlang in actual possession of a parcel of land, covered by Transfer Certificate of Title No. 29696 of the Register of Deeds of Quezon City, including all improvements found therein and at the same time evict all tenants and adverse occupants deriving possession and rights from respondents Carlos Ysmael and Carmel Corporation perpetually thereafter and to likewise submit a report within fifteen (15) days from service hereof.

Should you not be allowed to enter the premises, then you are commanded to use reasonable force or destroy the means of entry, if warranted.

It is understood that legal expenses for the execution of this Order shall be for the account of complainant without prejudice to his rights of reimbursement from the respondents.

IT IS SO ORDERED.[9]

Pursuant to the abovequoted order, on 28 June 1990 a Notice to Vacate was issued by Sheriff Eliseo Eje which reads:

You are hereby notified that pursuant to the ORDER issued by the Housing and Land Use Arbiter, Atty.

ABRAHAM N. VERMUDEZ, Housing and Land Use Regulatory Board, Makati, Metro Manila, in the above-entitled case, copy which is hereto attached and SERVED UPON YOU, the Ex-Officio Sheriff thru the UNDERSIGNED is GIVING YOU THREE (3) DAYS from receipt of this Notice to Vacate and LEAVE VOLUNTARILY the premises more particularly located at No. (102) 4th Street, New Manila, Quezon City.

FAILURE ON YOUR PART to COMPLY with this 'NOTICE TO VACATE' within the prescriptive period of 'THREE (3) DAYS, WE SHALL BE CONSTRAINED, MUCH TO OUR REGRET, TO IMPLEMENT AND/OR ENFORCE THE AFORESAID ORDER OF THE HONORABLE BOARD.'

Please be guided accordingly.[10]

This notice was posted on the perimeter fence of the abovementioned property when the occupants thereof refused to receive the same.

On 2 July 1990, petitioner filed a Petition for Certiorari (as a special civil action) and prohibition with preliminary injunction and prayer for issuance of a temporary restraining order (docketed as CA-G.R. No. SP-22076) to review and set aside the 27 June 1990 Order of the HLURB and the 28 June 1990 notice to vacate issued by Sheriff Eje. A temporary restraining order was issued by the Court of Appeals on the same day.

On 31 August 1990, the Court of Appeals rendered its Decision, the pertinent portions of which read, thus:

The circumstances surrounding this litigation definitely prove that the petition is patently frivolous and dilatory. It reveals a plan to delay and prolong litigation unnecessarily, wasting as it does the time that courts could well devote to meritorious cases. Such attitude deserves severe condemnation.

Premises considered, We find that both public respondents did not act without or in excess of their jurisdiction or with grave abuse of discretion in the issuance of the questioned order and notice to vacate.

WHEREFORE, the petition for certiorari is hereby DISMISSED with treble costs against petitioner.

The temporary restraining order earlier issued by this Court is hereby lifted and set aside.

SO ORDERED.[11]

Petitioner filed a Motion for Reconsideration on 14 September 1990 and on 8 January 1991, the Court of Appeals denied the same for lack of merit.[12]

Hence, this petition wherein the following errors were ascribed to the Court of Appeals:

I. THE RESPONDENT COURT OF APPEALS ERRED IN NOT FINDING THAT PETITIONER WAS DEPRIVED OF DUE PROCESS IN THE IMPLEMENTATION OF THE HLURB DECISION DATED 19 AUGUST 1987.

II. THE RESPONDENT COURT OF APPEALS ERRED IN NOT FINDING THAT THE 12 APRIL 1989 ALIAS WRIT OF EXECUTION ISSUED BY THE RESPONDENT HLURB, TOGETHER WITH ALL PROCEEDINGS UNDERTAKEN PURSUANT THERETO, WAS NULL AND VOID FOR BEING AN ORDER OF EXECUTION BEYOND THE TERMS OF THE DEFAULT JUDGMENT IN HLURB CASE NO. REM-011387-3068.

III. THE RESPONDENT COURT OF APPEALS ERRED IN NOT FINDING THAT THE RESPONDENTS HLURB AND SHERIFF ACTED WITHOUT OR IN EXCESS OF JURISDICTION AND/OR WITH GRAVE ABUSE OF DISCRETION IN ISSUING THE 27 JUNE 1990 ORDER AND THE 28 JUNE 1990 NOTICE TO VACATE, PROCEEDING AS THEY DID FROM THE FATALLY DEFECTIVE 12 APRIL 1989 ALIAS WRIT OF EXECUTION.

IV. THE RESPONDENT COURT OF APPEALS ERRED IN IGNORING PETITIONER'S MANIFESTATION OFFERING TO SATISFY SUBSTANTIALLY THE PRAYER IN PRIVATE RESPONDENT'S COMPLAINT.[13]

On 21 March 1991, this Court granted the application for preliminary injunction and/or temporary restraining order of the petitioner.

On 10 August 1993, petitioner died. Consequently, on 3 January 1994, a Notice of Death of Party was filed by his counsel before this Court.

On 16 February 1994, this Court issued a Resolution substituting the heirs of petitioner as the petitioners in the instant case.

This is yet another case where procedural technicalities must bow to substantial justice.

What is being challenged, asserts petitioner, is not the default judgment itself but the wrongful execution of said judgment beginning with the alias writ of execution issued by respondent HLURB which allegedly "contained matters for execution contrary to the terms of the default judgment." [14] Petitioner complains that he was unjustly denied due process in the execution proceedings, adding that his inaction and default status at the trial stage was unduly extended to the execution stage. [15]

Petitioner contends that the alternative relief contained in the alias writ of execution issued by the HLURB, ordering petitioner to pay Jamlang the current market value of the subject lots in the event that he (petitioner) fails to deliver the land titles, is contrary to or is virtually an amendment of the terms of the original judgment by default. Petitioner, thus, bewails the alleged "anomalous transmutation" of the HLURB's default judgment, the dispositive portion of which was limited to the delivery by petitioner of the land titles to the buyer Jamlang. Fundamental is the rule, petitioner avers, that the writ of execution must conform to that ordained in the dispositive part of the decision. A court, except for clerical errors, can no longer modify a final and executory judgment hence, an order of execution which varies the tenor of the decision is null and void.

Petitioner further alleges that:

This improper and unjust amendment of the terms of the judgment has resulted in the wrongful levy on execution on, and subsequent sale at public auction of, the subject property covered by TCT No. 29696 of the Registry of Deeds of Quezon City located at No. 102 4th Street, New Manila, Quezon City, which was not at all involved in the said HLURB case. [16]

Despite his passionate arguments, we are constrained to rule against petitioner on grounds of fairness and equity particularly on the principle of estoppel. In *PNB v. CA*, [17] we held:

... The doctrine of estoppel is based upon the grounds of public policy, fair dealing, good faith and justice, and its purpose is to forbid one to speak against his own act, representations, or commitments to the injury of one to whom they were directed and who reasonably relied thereon. The doctrine of estoppel springs from equitable principles and the equities in the case. It is designed to aid the law in the administration of justice where without its aid injustice might result. It has been applied by this Court wherever and whenever special circumstances of a case so demand. (Underscoring ours.)

In the case at bar, it is quite telling that petitioner failed to take any kind of action to manifest his protest against the alias writ of execution. His indifference to the whole proceedings was quite evident as it was only after the final deed of sale was executed and a notice to vacate was issued to him that he filed a special civil action of certiorari impugning the aforesaid orders and the execution proceedings, specifically the alias writ of execution. It would seem then that petitioner only complained because, and after, the sheriff was finally ordered to evict him

from the premises.

Petitioner alleges that he was not furnished a copy of the alias writ of execution and hence could not be faulted for taking a belated action. Petitioner's contention fails to convince. Assuming, for the sake of argument, that the same is true, the records bare that petitioner was notified of the ensuing "sale of real property on execution." [18] In the said notice of sale, the gist of the alias writ of execution was plainly stated. At this stage, therefore, petitioner could and should have made his challenge and taken action to stop the proceedings, but he did not. He remained seemingly unconcerned. He allowed the sale to take place and the subject property to be awarded to private respondent Jamlang as the highest bidder, in satisfaction of the latter's claim against him (petitioner). [19] He allowed the proceedings to be completed and during the one-year period of redemption wasted anew his opportunity to protest and/or redeem his property by doing absolutely nothing. Petitioner's inaction in this case has amounted to estoppel. To rule otherwise would result in iniquity and grave injustice to private respondent Jamlang. His triumph in justice comes to naught if the judgment in his favor would be impossible to execute.

In addition to the foregoing is the totally inexcusable bad faith of petitioner as found by the Court of Appeals, thus:

... At the time private respondent Jamlang had fully paid the purchase price of the two lots on February 25, 1974, petitioner had in his possession the title to one of the two lots but instead of delivering the same to private respondent Jamlang opted to mortgage said lot to Equitable Banking Corporation on September 17, 1974, and allowed said bank to foreclose the mortgage. These circumstances give rise to the conclusion that petitioner indeed had no intention to comply with his legal and contractual obligations and intended to use due process merely as a shield to escape liability. [20]

Petitioner repeatedly stressed that he is not questioning the default judgment itself, and certainly he would not, since it cannot be enforced against him anyway. Said judgment is not worth the paper it is written on and petitioner was aware of it. He deliberately defaulted in the proceedings before the HLURB because he knew that the land titles could no longer be delivered to private respondent Jamlang. Unfortunately for petitioner, we see through his underhanded scheme. His insidious and deplorable tactics to defeat the ends of justice will not be countenanced. He who comes to court for relief must come with clean hands.

Moreover, we cannot allow petitioner to be unjustly enriched at the expense of private respondent Jamlang, having obtained both the full purchase price paid by the latter for the sale of the two lots and the loan proceeds covered by the mortgage on the said properties from the banks. Petitioner cannot have his cake and eat it too.

Petitioner's argument that the default judgment itself provided the proper alternative remedy by ordering the transfer of the records to the Task Force on Subdivision, Department of Justice, for the filing of appropriate criminal action if petitioner fails to comply with the HLURB decision, deserves little consideration. The criminal action by its very nature is separate and distinct from the civil proceedings before the HLURB. The purpose of the criminal action is to penalize unscrupulous real estate subdivision sellers pursuant to Section 39 of P.D. 957 (Regulating the Sale of Subdivision Lots and Condominium) [21] by means of a fine and/or imprisonment and is certainly not a substitute to, and does not satisfy Jamlang's prayer to obtain the subject lots.

Petitioner, likewise, assails the modification of the default judgment for being in violation of Section 5, Rule 18 of the Revised Rules of Court, which states that:

Sec. 5. Extent of relief to be awarded.--A judgment entered against a party in default shall not exceed the amount or be different in kind from that prayed for.

We are not unaware of the philosophy underlying the aforequoted rule as aptly elucidated in *Lim Toco v. Go Fay*, [22] thus:

....[T]he reason underlying this provision is that it may be presumed that where the relief demanded by plaintiff greater or different in kind from that claimed in the complaint, defendant would not have let himself declared in default and should have filed his answer on time opposing the plaintiff's demand.

But as we have extensively discussed earlier, petitioner did not challenge the default order because he admits Jamlang's cause of action against him and was willing to abide by the HLURB's verdict to return the land titles but because he was well aware that the prayer in the original complaint could no longer be enforced. Jamlang would end up with an empty victory. Such deceitful act must not go unpunished. Technicalities should not be used to stay the hand of justice.

On the due process issue, petitioner's attempt to separate and make a distinction between due process at the trial stage and due process at the execution stage will not succeed. "A case in which execution has been issued is regarded as still pending so that all proceedings in the execution are proceedings in the suit. Unquestionably, the court which rendered the judgment has a general supervisory control over its process of execution. This power carries with it the right to determine every question of fact and law which may be involved in the execution." [23] Trial and execution proceedings constitute one whole action or suit. Petitioner cannot unduly separate the two so that he could conveniently escape the effects of being declared in default. The essence of due process is the opportunity to be heard. Petitioner was given this opportunity, yet he chose to ignore it. Thus, he cannot now complain that he was denied due process.

As to the last issue, after years of litigation it is now too late to consider the compromise agreement offered by petitioner.

We cannot underscore the importance of adherence to procedural requisites, however, if rigid application of the rules would result in grave injustice, we shall not hesitate to set aside technicalities in favor of what is fair and just.

WHEREFORE, premises considered, the petition for review is hereby DENIED.
SO ORDERED.

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

Padilla, (Chairman), J., On Leave.

Bellosillo, J., No part due to relation with one of party.

[1] Rollo, p. 65.

[2] Id., at 54.

[3] Id., at 71.

[4] Id., at 72-73.

[5] On 19 April 1993, the Manila RTC promulgated a decision convicting the petitioner, the dispositive portion of the judgment reading, thus:

"WHEREFORE, the Court finds the accused- Carlos Ysmael - guilty beyond reasonable doubt of the crime of violation of Section 25, in relation to Section 39, of Presidential Decree No. 957, and hereby sentences him to pay a fine of Ten Thousand Pesos (P10,000.00), Philippine currency, with subsidiary imprisonment in case of insolvency at the rate of one day of imprisonment for every Two Pesos and Fifty Centavos (P2.50), Philippine Currency, which shall not exceed six (6) months (Act No. 1732), and to pay the costs." (Rollo, p. 347.)

[6] Rollo, pp. 74-75.

[7] Id., at 78.

[8] Id., at 79-81.

[9] Id., at 81-82.

[10] Id., at 83.

[11] Id., at 60.

[12] Id., at 51.

[13] Id., at 30-31.

[14] Id., at 18.

[15] Id., at 226.

[16] Rollo, p. 231.

[17] 94 SCRA 357 (1979)

[18] Rollo, pp. 76-77.

[19] Id., at 78-79.

[20] Id., at 59-60.

[21] SECTION 39. Penalties.--Any person who shall violate any of the provisions of this Decree and/or any rule or regulation that may be issued pursuant to this Decree shall, upon conviction, be punished by a fine of not more than twenty thousand (P20,000.00) pesos and/or imprisonment of not more than ten (10) years: Provided, that in the case of corporations, partnerships, cooperatives or associations, the President, Manager or Administrator or the person who has charge of the administration of the business shall be criminally responsible for any violation of this Decree and/or the rules and regulations promulgated pursuant thereto.

[22] 80 Phil. 166 (1948).

[23] GSIS v. Gines, 218 SCRA 724 (1993); see also Seavan Carrier, Inc. v. GTI Sportswear Corp., 137 SCRA 580 (1985) and De Leon v. Salvador, 36 SCRA 567 (1970).

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