

**GLICERIO MANGOMA, PETITIONER, VS. COURT OF APPEALS,
FLORIDA ESPIRITU-SANCHEZ, NORMA FLORES, SPOUSES SABINO
PALOMARES, JR., AND MATILDE ARGUELLES AND NAPOLEON
TORRICO, JR., RESPO...***G.R. No. 99375. February 01, 1995*

Ponente: BELLOSILLO, J.

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Private respondent Florida Espiritu-Sanchez and her mother, the late Eduvigis Beltran Vda. de Espiritu, were the registered owners of a parcel of land covered by TCT No. 18269 of the Registry of Deeds of Quezon City. On 23 July 1960 they entered into an agreement with a certain Pedro del Rosario under which the latter agreed to undertake, at his own expense, the conversion of a portion of the land into a subdivision. In turn, they promised that they would execute the necessary deeds of sale covering any designated lot upon full payment of the purchase price by Del Rosario. Six months later, the portion of the property subject matter of the aforementioned contract was segregated from TCT No. 18269 so that it could be covered by a separate title. Thus on 23 January 1961 TCT No. 54294 was issued over the segregated portion but retained the name of private respondent Sanchez and her mother as the registered owners.

Meanwhile, petitioner Glicerio Mangoma initiated a transaction to purchase the subdivision, not from the registered owners of the land, but from Del Rosario. On 24 November 1964 a deed denominated "Contract to Sell" was executed between Mangoma and Del Rosario by virtue of which the latter agreed that for every lot sold to the former a deed of absolute sale would be executed in his favor. In the contract, Del Rosario made two guarantees: that all sales between them would be recognized by private respondent Sanchez; and, that the corresponding title to any subdivision lot sold would be immediately delivered to petitioner.

Thereafter, petitioner, claiming to have already complied with his prestations under the contract, demanded execution of the deeds of sale covering the lots sold as well as the delivery to him of the corresponding titles by Del Rosario, private respondent Sanchez and her mother. The demand went unheeded; hence, petitioner instituted an action against them for specific performance before the then Court of First Instance of Pasay, docketed as Civil Case No. 3165-P.

On 13 February 1973 the trial court rendered a decision ordering Del Rosario to pay petitioner certain amounts; the dismissal of the complaint insofar as private respondent Sanchez and her mother are concerned; and, the dismissal of the counterclaim of the latter against petitioner.

Dissatisfied with that portion of the decision absolving private respondent Sanchez and her mother from their alleged obligation, petitioner appealed to respondent Court of Appeals, docketed as CA-G.R. No. 53719-R. On 3 March 1980 respondent court affirmed the decision of the trial court, [1] stressing that -

x x x x We find that the defendants Espiritu have not taken part, directly or indirectly, in the execution of the

Contract to Sell, Exhibit A, a contract executed solely by and between the plaintiff-appellant and Del Rosario. Exhibit A is purely a bilateral contract, binding only between the plaintiff-appellant and Del Rosario. The obligation arising from Exhibit A was never assumed either expressly or impliedly by the defendants Espiritu so the effects of this contract cannot be extended to these defendants. That will be contrary to law. [2]

No other recourse having been taken from the aforementioned decision, private respondent Sanchez and her mother started to sell the subdivision lots in dispute to interested buyers. This allegedly disturbed the ownership enjoyed by petitioner over the lots; thus he commenced in April 1987 an action for annulment of title against private respondent Sanchez and the other private respondents Norma Flores, spouses Sabino Palomares, Jr., and Matilde Arguelles and Napoleon Torrico, Jr., the alleged buyers, before the Regional Trial Court of Quezon City, docketed as Civil Case No. Q-50592.

On 2 June 1987 private respondent Sanchez moved to dismiss the complaint on the ground of *res judicata*, citing the earlier decision of the Court of Appeals in CA-G.R. No. 53719-R. The motion was denied by the trial court in its order dated 25 September 1987 on the ground that -

Although it may be conceded that the first three requisites (of *res judicata*) are present in the cases under consideration, and that there could be identity of parties also between the former and the present case, there is nothing to indicate that the lots subject of the present case are the same as those of the previous one. Neither is it shown by the pleadings and their attachments that there is identity of cause of action, or for that matter, that the same evidence would support and establish the former and the present causes of action (*Garcia vs. Court of Appeals*, 14 SCRA 721). [3]

The motion for reconsideration filed by private respondent Sanchez was also denied by the trial court in its order of 19 February 1990.

Private respondent Sanchez assailed both orders of the trial court before respondent appellate court for having been issued in excess of jurisdiction. She was sustained. On 25 January 1991 respondent court set aside the orders and commanded the trial court to dismiss Civil Case No. Q-50592 on the ground that "the fact of want of cause of action to proceed against (private respondent Sanchez) has become the law of the case involving her and (petitioner)." [4]

Petitioner raises the issue of whether the defense of *res judicata* is legally tenable in the present case.

Petitioner argues that *res judicata* does not apply because while the present case involves ten (10) well identified and described lots in CA G.R. No. 53719-R there was absolutely no mention of the ten (10) lots. Furthermore, the present case refers to annulment of land titles involving ownership while the previous case was concerned with specific performance involving the execution of several deeds of sale covering the controverted lots.

The petition has no merit. *Res judicata* forbids the reopening of a matter once judicially determined by competent authority. As is already established, its elements are: (a) the former judgment must be final; (b) the court which rendered it had jurisdiction over the subject matter and the parties; (c) it must be a judgment on the merits; and, (d) there must be between the first and the second actions identity of parties, subject matter and causes of action. [5] The concurrence of the foregoing elements necessarily results in the dismissal of the second complaint.

According to the trial court, there is neither identity of subject matter nor causes of action between the previous case and the present one. We do not agree. It should be emphasized that in Civil Case No. 3165-P, petitioner filed the complaint for specific performance on the basis of the contract to sell between him and Del Rosario wherein he prayed, *inter alia*, for judgment ordering the defendants to execute the deeds of sale in his favor for each lot in the subdivision subject matter of the case. [6] In Civil Case No. Q-50592 for annulment of titles, the complaint is

explicit that it was filed on the basis of the same contract to sell, thus -

2. That plaintiff was a buyer in good faith and for value of residential lots known as Fil-Homes Subdivision located at the district of Tandang Sora, Quezon City, particularly identified in a Joint Affidavit executed by former registered owners Eduvigis B. Espiritu (now deceased) and Florinda E. Espiritu-Sanchez x x x x

3. That plaintiff acquired the rights of buyer in good faith of the aforesaid subdivision lots through Pedro del Rosario (also deceased) sometime on November 24, 1964, by virtue of Contract to Sell x x x x [7] (underscoring supplied)

Therefore, there is identity of subject matter. There is also identity of causes of action because the judgment sought in the second case will be inconsistent with the prior judgment and the same evidence will sustain the second action even if the forms or nature of the two actions are different. [8]

Even under the doctrine of "law of the case," which means that whatever is once irrevocably established as the controlling legal rule or decision between the same parties in the same case continues to be the law of the case so long as the facts on which such decision was predicated continue to be the facts of the case before the court, [9] petitioner's second complaint cannot prosper. Respondent court did not commit any reversible error when it rationalized that -

It must be observed that in his earlier suit for specific performance, (petitioner) was claiming ownership over certain subdivision lots. On the other hand, the subject matter of his present action for annulment of title pertains as well to certain subdivision lots which he claims he owns. Interestingly, he anchors his claim of ownership over the said subdivision lots on one deed alone, viz., a 'contract to sell' he and Pedro del Rosario executed on November 24, 1964. The trouble, however, with this instrument is that it had been declared by no less than the Eleventh Division of this Court in CA-G.R. No. 53719-R, March 3, 1980, as having no binding effect upon (private respondent Sanchez) and her mother who appear to be the registered owners of said lots. Since this decision has become final for failure of (petitioner) to take a timely appeal therefrom, such a determination now becomes the 'law of the case' (PHHC vs. Mencias, L-24114, Aug. 16, 1967).

In other words, if the November 24, 1964 contract to sell does not give (petitioner) a cause of action to proceed against (private respondent Sanchez and her mother) in the specific performance case upon a final determination by this Court that the said deed does not bind the latter for not being a party thereto, the same instrument cannot now be used by (petitioner) to vest himself with a new cause of action to proceed against (private respondent Sanchez and her mother) in the action for annulment x x x x Simply stated, Our final resolution that the contract to sell on which (petitioner) hinges his claim of ownership is not binding upon (private respondent Sanchez and her mother) is conclusive not only in the specific performance case but also in subsequent cases involving the same issue as in the suit for annulment. And since the resolution regarding the unenforceability of the contract to sell has achieved the character of finality, it is now binding on all inferior courts, respondent RTC included, and hence, beyond their power and authority to alter or modify (Kabigting vs. Acting Director of Prisons, L-15548, Oct. 30, 1962). [10]

To reiterate, as early as 3 March 1980, respondent court already settled that "[i]t is a fact which cannot be successfully contradicted that there is no privity of contract between the Espiritus and (petitioner). It is del Rosario alone who is liable to (petitioner) under his contract with the latter, not the Espiritus who have not committed any breach thereof as they are not parties thereto." [11] Hence, petitioner cannot enforce anew the contract to sell between him and Del Rosario against private respondent Sanchez and her mother.

WHEREFORE, the petition is DENIED. The decision of respondent Court of Appeals which set aside the assailed

orders of the Regional Trial Court of Quezon City and ordered it to dismiss Civil Case No. Q-50592 is AFFIRMED. No costs.

SO ORDERED.

Padilla, (Chairman), Davide, Jr., Quiason, and Kapunan, JJ., concur.

[1] Rollo, p. 55.

[2] Id., p. 52.

[3] Id., p. 63.

[4] Id., p. 83.

[5] Development Bank of the Philippines v. Pundogar, G.R. No. 96921, 29 January 1993, 218 SCRA 118.

[6] Rollo, p. 40.

[7] Id., pp. 19-20.

[8] Tan v. Arador, No. L-38745, 6 August 1975; I Martin, pp. 161-162, citing 34 C.J. 805; Aroc v. PHHC, No. L-39674, 31 January 1978; Vda. de Vocal v. Vda. de Suria, No. L-26281, 31 May 1979; Cayco v. Cruz, No. L-12663, 21 August 1959; Cf. Gitgano v. Borromeo, No. L-40429, 29 November 1984; all cited in Remedial Law Compendium by Justice Florenz D. Regalado, Fifth Revised Edition, p. 309.

[9] People's Homesite and Housing Corporation v. Mencias, No. L-24114, 16 August 1967, 20 SCRA 1031, citing 21 C.J.S. 330.

[10] Rollo, p. 82.

[11] Id., p. 55.

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