Republic of the Philippines
Supreme Court
Manila

SECOND DIVISION

SPOUSES FELIPE PARINGIT and JOSEFA PARINGIT, Petitioners,	**G.R. No. 234429** Members:
- versus -	**CARPIO, *J.*, *Chairperson*, PERLAS-BERNABE, CAGUIOA, J. REYES, JR.,** and **LAZARO-JAVIER, *JJ.***
MARCIANA PARINGIT BAJIT, ADOLIO PARINGIT,* **and ROSARIO PARINGIT ORDOÑO,** Respondents.	Promulgated: 10 JUL 2019

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D E C I S I O N

LAZARO-JAVIER, *J.*:

The Case

This Petition for Review on Certiorari[1] assails the following issuances of the Court of Appeals in CA-G.R. SP No. 143060, entitled *Spouses Felipe Paringit and Josefa Paringit v. Marciana Paringit Bajit, Adolio Paringit, Rosario Paringit Ordoño, Hon. Regional Trial Court of Manila, Branch 39, and Sheriff Ronie L. Orajay*:

1. Decision dated May 5, 2017,[2] which declared that the trial court did not alter the terms of this Court's Decision dated September 29, 2010; and

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* Also referred as "Adolfo Paringit" in some parts of the Rollo.

[1] *Rollo*, pp. 26-38.

[2] Penned by now SC Associate Justice Henri Jean Paul B. Inting and concurred in by Associate Justices Ramon R. Garcia and Leoncia R. Dimagiba, *rollo*, pp. 8-18.

2. Resolution dated September 27, 2017,[3] which denied petitioners' motion for reconsideration.

The Proceedings Before the Trial Court

In Civil Case No. 96-79284, respondents Marciana Paringit Bajit, Adolio Paringit, and Rosario Paringit Ordoño sued their brother and his wife herein petitioners Spouses Felipe and Josefa Paringit, for annulment of title and reconveyance of property. The case got raffled to the Regional Trial Court (RTC) – Branch 39, Manila, presided by Judge Noli C. Diaz.

In their complaint, respondents essentially alleged that the case involved a 150 square meter lot situated in Manila and covered by Transfer Certificate of Title (TCT) No. 172313 in petitioners' name. Before the lot was registered in petitioners' name, their parents Julian and Aurelia Paringit used to lease it from Terocel Realty, Inc.. It was their family home. When Terocel offered to sell the lot to their parents, the latter sought financial help from their children. Only petitioners were able to give financial assistance for this purpose. Their father Julian then executed an affidavit declaring that the lot was purchased for the benefit of all his children, namely, Florencio, Marciana, Adolio, Rosario, and Felipe, subject to the condition that the first four aforenamed siblings reimburse Felipe their respective shares in the purchase price.

From the time their parents bought the property (January 30, 1984) they and petitioners had since resided thereon. In 1988, petitioners moved to another house along the same street. After their father died on December 21, 1994, however, petitioners demanded that they pay back rentals for their use and occupancy of the property from March 1990 to December 1995.

After due proceedings, the trial court ruled in petitioners' favor and dismissed the complaint.[4]

The Proceedings Before the Court of Appeals

On appeal, the Court of Appeals reversed. It held that there was implied trust between petitioners, on one hand, and respondents, on the other. It ordered petitioners to reconvey to respondents (including Florencio, who was not a party to the case) their proportionate shares in the lot upon reimbursement to petitioners of respondents' shares in the purchase price plus legal interest.[5]

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[3] *Rollo*, pp. 21-22.
[4] By Decision dated July 21, 2004.
[5] By Decision dated August 29, 2007; CA-G.R. CV No. 84792.

The Proceedings Before this Court

On petitioners' appeal by certiorari, this Court, in G.R. No. 181844, affirmed with modification through its Decision dated September 29, 2010,[6] *viz*:

> **WHEREFORE,** the Court **DENIES** the petition, and **AFFIRMS** the decision of the Court of Appeals in CA-G.R. CV 84792 with the **MODIFICATION** that respondents Marciana Paringit Bajit, Adolio Paringit, and Rosario Paringit Ordoño reimburse petitioners Felipe and Josefa Paringit of their corresponding share in the purchase price plus expenses advanced by petitioners amounting to **P60,000.00** with legal interest from April 12, 1984 until fully paid.
>
> **SO ORDERED.**

Following the finality of the aforesaid decision, the trial court issued the corresponding Writ of Execution.[7] Even after the lapse of nine (9) years, however, the writ of execution has remained unimplemented mainly because of the multiple motions filed by petitioners, which the trial court had invariably denied.

One of the last two (2) issuances of the trial court was the Order dated January 14, 2014,[8] *viz*:

> x x x x x x x x x
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> As to the defendants' Manifestation, the Court cannot grant defendants' prayer that the deed of reconveyance should be limited only to 110 square meters and not 150 square meters considering that the Supreme Court Decision dated September 29, 2010 did not qualify as to the extent of the measurement of the subject property to be reconveyed to the plaintiffs upon reimbursement of their share in the purchase price of the subject property. Hence, in the absence of any qualification, the Court assumes that the deed of reconveyance covers the plaintiffs' proportionate share on the whole subject property (150 square meters) pursuant to the Supreme Court Decision dated September 29, 2010.[9]
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> x x x x x x x x x

Then the trial court issued its last directive under Order dated June 26, 2015,[10] granting respondents' Motion (for the Appointment of Surveyor with Prayer for Police Assistance from the Manila Police District and from the

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[6] Penned by Associate Justice Roberto A. Abad, and concurred in by Associate Justices Antonio T. Carpio, Antonio Eduardo B. Nachura, Diosdado M. Peralta, and Jose Catral Mendoza, G.R. No. 181844.
[7] *Rollo*, pp. 61-62.
[8] *Id.* at 133-135.
[9] *Id.* at 135.
[10] *Id.* at 57-58.

Barangay concerned).[11] The trial court reiterated the need to segregate respondents' 90 square meter share from the entire 150 square meter lot.

But still insisting on the reconveyance to respondents of just 110 square meters, petitioners moved for reconsideration of the Order dated June 26, 2015. The trial court denied it.[12]

Imputing grave abuse of discretion on the trial court, petitioners went to the Court of Appeals to nullify the aforesaid orders for allegedly altering this Court's final and executory Decision dated September 29, 2010 in G.R. No. 181844.[13]

By its assailed Decision dated May 5, 2017,[14] the Court of Appeals dismissed the petition. It held that contrary to petitioners' contention, the trial court did not vary the terms of this Court's Decision dated September 29, 2010, but in fact, effected a sound and logical implementation of the same. Under its assailed Resolution dated September 27, 2017,[15] the Court of Appeals denied petitioners' motion for reconsideration.

The Present Petition

Petitioners now invoke this Court's discretionary appellate jurisdiction to grant them affirmative relief against the assailed dispositions of the Court of Appeals. Petitioners basically argue:[16]

(1) There were only four (4) parties involved in the case since petitioners are a couple and must be treated as one. This is the reason why the purchase price was divided into four (4). Hence, the lot must also be divided into four (4) equal portions *i.e.* 37.5 square meters or at the very least, 27.5 square meters each.[17]

(2) By ordering that 90 square meters be segregated from the entire 150 square meters, the trial court varied the terms of this Court's Decision dated September 29, 2010.[18]

(3) It is well settled that a decision which has acquired finality becomes immutable and unalterable.[19]

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[11] *Id.* at 136-138.
[12] See Order dated September 10, 2015, *rollo*, pp. 59-60.
[13] See Petition for Certiorari dated November 17, 2015; *rollo*, pp. 40-56.
[14] *Rollo*, pp. 8-18.
[15] *Id.* at 21-22.
[16] See Petition for Review on Certiorari dated November 16, 2017, *rollo*, pp. 26-38.
[17] *Rollo*, p. 35.
[18] *Id.*
[19] *Id.*

In their Comment dated June 2, 2018,[20] respondents counter, in the main:

(a) The formula of division petitioners are insisting upon is inaccurate. There are five (5) siblings involved, Florencio, Felipe, Marciana, Adolio, and Rosario. Thus, the 150 square meter lot must be divided into five (5), each getting a share of 30 square meters. Florencio bought 10 square meters from the 150 square meters. Felipe alone is enjoying Florencio's payment therefor. It is, thus, logical that Felipe should now only get 20 square meters. They, on the other hand, should retain their 30 square meters each.[21]

(b) In its Decision dated September 29, 2010, this Court directed them to reimburse petitioners their shares in the purchase price plus expenses with interest from April 12, 1984 until fully paid. They have faithfully complied with this directive, hence, petitioners must now give them their respective lot shares.[22]

(c) The trial court did not vary the terms of this Court's Decision dated September 29, 2010.[23]

Issue

Did the Court of Appeals correctly rule that when the trial court pronounced there was a need to segregate the 90 square meters from the 150 square meters lot, it actually conformed with the terms of this Court's Decision dated September 29, 2010?

Ruling

We rule in the affirmative.

This Court's Decision dated September 29, 2010 speaks of the whole 150 square meter lot and nothing less, thus:

x x x x x x x x x

> Here, the evidence shows that Felipe and his wife bought the lot for the benefit of Julian and his children, rather than for themselves. Thus:
>
> First. There is no question that the house originally belonged to Julian and Aurelia who built it. When Aurelia died, Julian and his children inherited her conjugal share of the house. When Terocel Realty, therefore, granted its long time tenants on Norma Street the right to

[20] *Id.* at 157-162.
[21] *Id.* at 158-159.
[22] *Id.* at 158.
[23] *Id.* at 160-161.

acquire **the lots** on which their house stood, that right technically belonged to Julian and all his children. If Julian really intended to sell the entire house and assign the right to acquire **the lot** to Felipe and his wife, he would have arranged for Felipe's other siblings to give their conformity as co-owners to such sale. And if Felipe and his wife intended to buy **the lot** for themselves, they would have, knowing that Felipe's siblings co-owned the same, taken steps to secure their conformity to the purchase. These did not happen.

Second. Julian said in his affidavit that Felipe and his wife bought **the lot** from Terocel Realty on his behalf and on behalf of his other children. Felipe and his wife advanced the payment because Julian and his other children did not then have the money needed to meet the realty company's deadline for the purchase. Julian added that his other children were to reimburse Felipe for the money he advanced for them.

Notably, Felipe, acting through his wife, countersigned Julian's affidavit the way his siblings did. The document expressly acknowledged the parties' intention to establish an implied trust between Felipe and his wife, as trustees, and Julian and the other children as trustors. Josefa, Felipe's wife, of course claims that she signed the document only to show that she received a copy of it. But her signature did not indicate that fact. She signed the document in the manner of the others.

Third. If Felipe and his wife really believed that the assignment of the house and the right to buy **the lot** were what their transactions with Julian were and if the spouses also believed that they became absolute owners of the same when they paid for the lot and had the title to it transferred in their name in 1987, then their moving out of the house in 1988 and letting Marciana, *et al.* continue to occupy the house did not make sense. They would make sense only if, as Marciana, *et al.* and their deceased father claimed, Felipe and his wife actually acquired the lot only in trust for Julian and all the children.

Fourth. Felipe and his wife demanded rent from Marciana, *et al.* only on December 18, 1995, a year following Julian's death on December 21, 1994. This shows that from 1984 when they bought the lot to December 18, 1995, when they made their demand on the occupants to leave, or for over 10 years, Felipe and his wife respected the right of the siblings to reside on **the property**. This is incompatible with their claim that they bought the house **and lot** for themselves back in 1984. Until they filed the suit, they did nothing to assert their supposed ownership of the house **and lot**.

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WHEREFORE, the Court **DENIES** the petition, and **AFFIRMS** the decision of the Court of Appeals in CA-G.R. CV 84792 with the **MODIFICATION** that respondents Marciana Paringit Bajit, Adolio Paringit, and Rosario Paringit Ordoño reimburse petitioners Felipe and Josefa Paringit of their corresponding share in the purchase price plus expenses advanced by petitioners amounting to **P60,000.00** with legal interest from April 12, 1984 until fully paid.

SO ORDERED. (Emphasis supplied)

The decision consistently refers to subject property as **the lot**, meaning its entirety, all 150 square meters and not just 110 square meters as petitioners have erroneously asserted.

Consequently, when the trial court specified the entire 150 square meters to be distributed among the five (5) siblings, Florencio, Felipe, Marciana, Adolio, and Rosario, each to get 30 square meters, the trial court computed the numbers correctly. And when the trial court said that the respective shares of respondents Marciana, Adolio, and Rosario totaled 90 square meters, or 30 square meters each, it again computed the numbers correctly.

A final word. This Court keenly notes the propensity of petitioners and their counsel for devising various ways and means of delaying for almost nine (9) years now the implementation of its Decision dated September 29, 2010. This is contumacious disobedience. To borrow the words of Justice Conrado V. Sanchez, *non-compliance with the lower court's order is no more than non-recognition of this Court's directive.* Petitioners *must know that this Court is not expected to yield to assaults of disrespect.*[24]

All told, this Court will not tolerate any more dilatory scheme to defeat the implementation of its Decision dated September 29, 2010.

ACCORDINGLY, the petition is **DENIED**, and the Decision dated May 5, 2017 and Resolution dated September 27, 2017 of the Court of Appeals in CA-G.R. SP No. 143060, **AFFIRMED.**

Petitioners and their counsel are strictly warned against committing any further action, strategy, or scheme which will have the effect of prolonging the already delayed implementation of the writ of execution in this case. Any violation hereof shall be sanctioned accordingly.

The Regional Trial Court – Branch 39, City of Manila is directed to promptly implement the Decision dated September 29, 2010 within ten (10) days from notice and submit its compliance report not later than five (5) days from implementation of the writ of execution.

SO ORDERED.

AMY C. LAZARO-JAVIER
Associate Justice

[24] *Juan Ysasi v. Hon. Jose F. Fernandez, et al.*, 135 Phil. 382, 393 (1968).

WE CONCUR:

ANTONIO T. CARPIO
Associate Justice
Chairperson

ESTELA M. PERLAS-BERNABE
Associate Justice

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

JOSE C. REYES, JR.
Associate Justice

ATTESTATION

I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's division.

ANTONIO T. CARPIO
Associate Justice
Chairperson, Second Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution, I certify that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.

LUCAS P. BERSAMIN
Chief Justice