



Republic of the Philippines  
 Supreme Court  
 Manila

THIRD DIVISION

URDUJA ORTIZ-AQUINO,

*Petitioner,*

G.R. No. 257235

Present:

CAGUIOA, *Acting C.J.,\*\**

*Chairperson,*

INTING,

GAERLAN,

DIMAAMPAO, and

SINGH, *JJ.*

- versus -

LETECIA\* ORTILLO, LISETTE  
 ORTILLO, AND SHERIFF OF  
 THE OFFICE OF THE  
 PROVINCIAL SHERIFF OF  
 LINGAYEN, PANGASINAN,

*Respondents.*

Promulgated:

November 8, 2023

X-----~~Mistake~~-----X

DECISION

INTING, *J.:*

Before the Court is a Petition for Review on *Certiorari*<sup>1</sup> (Petition) with prayer for preliminary injunctive reliefs filed under Rule 45 of the Rules of Court assailing the Decision<sup>2</sup> dated December 9, 2020, of the Court of Appeals (CA) in CA-G.R. SP No. 161884. The CA dismissed for lack of merit the Petition for *Certiorari*<sup>3</sup> filed by petitioner Urduja Ortiz-Aquino (Urduja) and affirmed the Resolution<sup>4</sup> dated January 15, 2019, and Resolution<sup>5</sup> dated July 8, 2019, both issued by Branch 69, Regional Trial Court (RTC), Lingayen, Pangasinan in Civil Case No. 19191. In its

\* Referred to as "Leticia Ortillo" in some parts of the *rollo*.

\*\* Designated as Acting Chief Justice per Special Order No. 3045 dated November 3, 2023.

<sup>1</sup> *Rollo*, pp. 7–12.

<sup>2</sup> *Id.* at 17–24. Penned by Associate Justice Victoria Isabel A. Paredes and concurred in by Associate Justices Fernanda Lampas Peralta and Walter S. Ong.

<sup>3</sup> *CA rollo*, pp. 3–8.

<sup>4</sup> *Id.* at 10–11. Penned by Presiding Judge Loreto S. Alog, Jr.

<sup>5</sup> *Id.* at 12–13.

Resolutions, the RTC ordered the execution of its Decision<sup>6</sup> dated October 21, 2015, which became final and executory on May 2, 2017.<sup>7</sup>

Likewise assailed is the CA's Resolution<sup>8</sup> dated May 17, 2021, denying Urduja's Motion for Reconsideration<sup>9</sup> of the CA Decision.

*The Antecedents*

On April 30, 1994, Alfonso P. Ortillo, Jr. (Alfonso), the predecessor-in-interest of respondents Letecia Ortillo and Lisette Ortillo (collectively, respondents), entered into an Agreement<sup>10</sup> with Felicidad Ortiz (Felicidad), the predecessor-in-interest of Urduja, over a portion of a parcel of land located in *Barangay Baybay, Aguilar, Pangasinan*, covered by Tax Declaration No. 1735, with an area of about 8,760 square meters (sq. m.) (subject property).<sup>11</sup> The Agreement states that Felicidad agreed to buy the subject property from its owner, Alfonso, at the price of PHP 55.00 per sq. m., or for a total of PHP 481,800.00, viz.:

April 30 '94

AGREEMENT

That I, Alfonso P. Ortillo, Jr., married to [Letecia] B. Mañogona, residing in Bani, Pangasinan, with legal age is the owner of property situated in Baybay, Aguilar, Pangasinan.

That I, Felicidad Salvador Ortiz, residing in Baybay, Aguilar with legal age agreed to buy the remaining portion more or less 8,760 sq. m. under the Tax Dec. no. 1735 S. 1994 & lot no. 996 at P55 – per sq. m.

4-30-94

Received the amount of PHP 5,000 (Five Thousand) pesos only.

(SIGNED)  
ALFONSO P. ORTILLO  
Owner

<sup>6</sup> *Id.* at 10–11, 12–13. Excerpts of the RTC Decision dated October 21, 2015 were cited in the RTC Resolutions dated January 15, 2019 and July 8, 2019.

<sup>7</sup> *Id.* at 10–11.

<sup>8</sup> *Rollo*, pp. 27–29. Penned by Associate Justice Victoria Isabel A. Paredes and concurred in by Associate Justices Fernanda Lampas Peralta and Walter S. Ong.

<sup>9</sup> *CA rollo*, pp. 52–53.

<sup>10</sup> *Rollo*, p. 45.

<sup>11</sup> *Id.*

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(SIGNED)  
[LETECIA] M. ORTILLO  
Wife

(SIGNED) (SIGNED)  
Witness Witness<sup>12</sup>

Pursuant to the Agreement, Felicidad made several installment payments to Alfonso from 1994 to 2001, in the total amount of PHP 73,500.00.<sup>13</sup> However, Felicidad was unable to pay the full purchase price for the subject property.<sup>14</sup>

On March 28, 2012, Urduja and her family, through their counsel, Atty. Corleto R. Castro (Atty. Castro), sent a Letter<sup>15</sup> (Letter) to respondents concerning the sale of the subject property to Felicidad. Particularly, the Letter requested a meeting among the parties concerned so that the sale of the subject property may be completed, *viz.*:

28 Marso 2012

Dear Mrs. Ortillo:

Tungkol sa lupa na ipinagbibili kay Mdm. Felicidad Salvador Ortiz na nasa Barangay Baybay, Aguilar, Pangasinan, magpunta nga kayo dito sa Bugallon, Pangasinan sa oficina namin sa harap ng Municipio upang taposin (*sic*)natin ang bintahan (*sic*) ninyo. Dalahin (*sic*) niyo ang inyong cedula o ID.

Punta kayo dito sa Linggo, Abril 15, 2021 (*sic*) oras ng alas 10:00 ng umaga.

Our regards, also the family.

Very truly yours,

(SIGNED)  
CORLETO R. CASTRO  
Counsel<sup>16</sup>

However, the request for a meeting among the parties was unheeded and the balance price for the subject property remained unpaid.<sup>17</sup>

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<sup>12</sup> *Id.*

<sup>13</sup> *Id.* at 44–45, 47–62.

<sup>14</sup> *Id.* at 44.

<sup>15</sup> *Id.* at 63.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.* at 43.

Thus, sometime around June 2012, respondents, as plaintiffs, filed with the RTC their Complaint for Quieting of Title and Recovery of Possession (Complaint), entitled, “[*Letecia*] *Ortillo and Lisette Ortillo v. Galiciano Ortiz, Darwin Ortiz, Urduja Ortiz-Aquino, Sylvia (Jingle) Ortiz-Crisostomo, Helen Ortiz, and Engersol Ortiz*” which was docketed as Civil Case No. 19191.<sup>18</sup>

In their Answer,<sup>19</sup> Urduja and her co-defendants in the RTC (*Urduja, et al.*) admitted that Alfonso and Felicidad executed the Agreement; that the two agreed to the payment of the purchase price by installments; and that Felicidad was unable to pay the full purchase price. However, Urduja, *et al.* averred that they are not claiming the entire 8,760 sq. m. of the subject property, insisting that their claim is limited only to the portion of the property occupied by them, in the total area of 3,745 sq. m. They argued that they are already the owners of said portion because Alfonso allowed them to possess it after the Agreement was executed.<sup>20</sup>

While Urduja, *et al.* admitted that they were unable to fully pay the agreed upon purchase price for the 3,745 sq. m. portion of the subject property at the rate of PHP 55 per sq. m., or for a total sum of PHP 205,975.00, they asserted that they are willing to pay the remaining balance in the total amount of PHP 132,475.00, taking into consideration the installment payments that they have previously remitted.<sup>21</sup>

### *The RTC Ruling*

In its Decision<sup>22</sup> dated October 21, 2015, the RTC declared that the Agreement is a contract to sell based on the following: (1) the tenor of the Agreement itself, wherein Felicidad merely “agreed to buy” the property; (2) the Letter, wherein Urduja, *et al.* admitted that the proposed meeting with respondents was for the purpose of completing the sale; and (3) the contract was embodied in a document other than a deed of sale, which is a strong indication that the parties did not intend immediate transfer of ownership of the subject property, and that a transfer of title is subject to Felicidad’s full payment of the purchase price, similar to *Chua v. Court of Appeals*.<sup>23</sup>

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<sup>18</sup> *Id.* at 18, 43.

<sup>19</sup> *Id.* at 43–44.

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> CA *rollo*, pp. 10–11, 12–13.

<sup>23</sup> 449 Phil. 25 (2003).

Considering that Felicidad did not pay the full purchase price for the subject property, the RTC concluded that the contract to sell was deemed terminated/cancelled and that ownership of the subject property remained with respondents.<sup>24</sup> It thus directed Urduja, *et al.* to surrender possession of the subject property to respondents while the latter were found liable to return to Urduja, *et al.* the total amount of PHP 52,500.00, *viz.*:

WHEREFORE, premises considered, judgment is hereby rendered:

1. declaring the contract to sell between Alfonso Ortillo, Jr. and Felicidad Ortiz evidenced by the Agreement dated April 30, 1994 to be terminated/cancelled;
2. directing the defendants to forthwith surrender possession over the subject lots to the plaintiffs;
3. finding the plaintiffs liable to return to the defendants the total amount of [PHP] 52,500.00; and
4. dismissing the claim/counterclaim for attorney's fees and litigation expenses for lack of basis.<sup>25</sup>

Urduja, *et al.* appealed<sup>26</sup> the RTC Decision to the CA, which was docketed as CA-G.R. CV No. 106087. In their Appellant's Brief,<sup>27</sup> Urduja, *et al.* imputed error to the RTC in ruling that the Agreement was a contract to sell and not a "full blown sale." However, the CA eventually dismissed the appeal pursuant to Section 1(h),<sup>28</sup> Rule 50 of the Rules of Court.<sup>29</sup> The dismissal of the appeal became final and executory on May 2, 2017.<sup>30</sup>

### *The Execution of the RTC Decision*

On September 10, 2018, respondents filed with the RTC their Motion for Execution<sup>31</sup> of the RTC Decision dated October 21, 2015. In its Order dated November 5, 2018, the RTC directed Urduja, *et al.* to file their comment on the Motion for Execution.<sup>32</sup>

<sup>24</sup> *Rollo*, p. 66; *CA rollo*, pp. 12–13.

<sup>25</sup> As culled from the RTC Resolution dated January 15, 2019. *CA rollo*, pp. 10–11.

<sup>26</sup> *Rollo*, p. 66.

<sup>27</sup> *Id.*

<sup>28</sup> Section 1(h), Rule 50 of the Rules of Court reads:

Section 1. *Grounds for dismissal of appeal.* — An appeal may be dismissed by the Court of Appeals, on its own motion or on that of the appellee, on the following grounds:

.....

(h) Failure of the appellant to appear at the preliminary conference under Rule 48 or to comply with orders, circulars, or directives of the court without justifiable cause[.]

<sup>29</sup> *CA rollo*, p. 10.

<sup>30</sup> *Id.*

<sup>31</sup> *Id.* at 15–17.

<sup>32</sup> *Id.* at 18.

In response, Urduja filed her Motion to Hold in Abeyance.<sup>33</sup> While she recognized that the RTC Decision has attained finality, she, nevertheless, requested that its execution be held in abeyance to give time to the parties to settle, considering that their family home is supposedly situated in the subject property. Allegedly, Urduja was not aware of the dismissal of her appeal, as she came to know of it only after she received the RTC Order dated November 5, 2018.<sup>34</sup> Purportedly, it was only at that time when she discovered that her counsel, Atty. Castro, who was of old age, was already sickly during the pendency of her appeal and had since passed away.<sup>35</sup>

In its Resolution<sup>36</sup> dated January 15, 2019, the RTC granted the Motion for Execution and issued a Writ of Execution, holding that the implementation of its Decision dated October 21, 2015 was proper because it is already final and executory.

Urduja filed her Motion for Reconsideration<sup>37</sup> of the Resolution dated January 15, 2019, arguing that her family home is allegedly exempt from execution. However, in its Resolution<sup>38</sup> dated July 8, 2019, the RTC denied the Motion and ruled that a family home may only be constituted on property owned by the persons constituting it, citing *Taneo, Jr. v. Court of Appeals*.<sup>39</sup> Accordingly, the RTC disregarded Urduja's claim of exemption from execution because her purported "family home" could not have been validly constituted on the subject property, which is owned by respondents.<sup>40</sup>

Meanwhile, with the RTC's issuance of a writ of execution, the Sheriff proceeded to implement the Decision dated October 21, 2015, who notified Urduja, *et al.* that respondents' payment of the PHP 52,500.00 decreed in the RTC Decision was scheduled on March 20, 2019. However, on the scheduled date of respondents' payment of the said amount, Urduja, *et al.* decided not to get the money, thus constraining respondents to remit the amount to the Sheriff who, in turn, turned it over to the RTC. As stated in the Sheriff's Report:

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<sup>33</sup> *Id.* at 18–21. The records bear that Urduja was the only defendant who opposed the execution of the RTC Decision dated October 21, 2015.

<sup>34</sup> *Id.* at 18.

<sup>35</sup> *Id.*

<sup>36</sup> *Id.* at 10–11.

<sup>37</sup> *Id.* at 20–21.

<sup>38</sup> *Id.* at 12–13.

<sup>39</sup> 363 Phil. 652 (1999).

<sup>40</sup> CA *rollo*, pp. 12–13.

This is to certify further that on March 20, 2019, the undersigned [Sheriff] proceeded to the barangay hall of Brgy. Baybay, Aguilar, Pangasinan to witness the turn over of the Fifty Two Thousand Five Hundred pesos, representing the obligation of the plaintiffs (respondents) to the defendants [Urduja, *et al.*]. The Brgy. Secretary informed the undersigned that defendant Urduja Ortiz-Aquino came earlier on that day informing them that the defendants decided not to get the money and that information be relayed to the undersigned and to the plaintiffs' counsel, Atty. Miriam Margaret Jimenez. In view thereof, the undersigned received the Fifty Two Thousand Five Hundred pesos from Atty. Jimenez. Thereafter, the undersigned turned over to the RTC, Office of the Clerk of Court the said money for deposit . . . .<sup>41</sup>

### *The CA Ruling*

On August 9, 2019, Urduja filed with the CA her Petition for *Certiorari*<sup>42</sup> under Rule 65 of the Rules of Court which was docketed as CA-G.R. SP No. 161884. In her Petition, Urduja assailed the RTC Resolutions dated January 15, 2019, and July 8, 2019 (collectively, RTC Resolutions), citing the same grounds raised in the Motion to Hold in Abeyance. Urduja also added that the execution of the RTC Decision was improper because there was allegedly no express finding by the RTC that respondents are the owners of the subject property and that respondents have not yet paid the PHP 52,500.00 under the RTC Decision.<sup>43</sup>

After due proceedings, the CA rendered its Decision<sup>44</sup> dated December 9, 2020, dismissing the Petition for *Certiorari* for lack of merit. The CA held that the RTC did not gravely abuse its discretion in issuing the RTC Resolutions and directing the execution of its Decision dated October 21, 2015 that has long become final and executory. The CA also found it improper for Urduja to raise issues on the ownership of the subject property in her Petition for *Certiorari*, as any resolution thereof would amount to a modification of the final RTC Decision, in violation of the principle of immutability of judgment.<sup>45</sup> The CA likewise affirmed the RTC's finding that a family home cannot be constituted on a lot owned by another. Further, it found no merit in Urduja's argument that execution was improper due to respondents' non-payment of the PHP 52,500.00 because Urduja, *et al.* refused to receive this amount from respondents.<sup>46</sup>

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<sup>41</sup> *Id.* at 36–37.

<sup>42</sup> *Id.* at 3–8.

<sup>43</sup> *Id.* at 4–6.

<sup>44</sup> *Rollo*, pp. 17–24.

<sup>45</sup> *Id.* at 20–21.

<sup>46</sup> *Id.* at 22–23.

Urduja filed her Motion for Reconsideration<sup>47</sup> of the CA Decision, but the CA denied it in its Resolution<sup>48</sup> dated May 17, 2021.

Aggrieved, Urduja filed with the Court the instant Petition<sup>49</sup> with prayer for the issuance of a temporary restraining order (TRO) and/or Writ of Preliminary Injunction.

### *Petitioner's Arguments*

In the present Petition, Urduja imputes error to the CA and argues that: (1) the execution of the final RTC Decision dated October 21, 2015 should be held in abeyance so that the parties may seek avenues for settlement;<sup>50</sup> (2) Urduja's family home, which was erected on the subject property, is exempt from execution;<sup>51</sup> (3) Urduja and her family were denied due process of law because of "peculiar circumstances" attendant to their case, apparently in reference to the dismissal of their appeal and the death of their previous counsel, Atty. Castro;<sup>52</sup> (4) execution should be held in abeyance because there was never any finding by the RTC that the subject property is owned by respondents;<sup>53</sup> and (5) execution is improper because the PHP 52,500.00 due from respondents under the RTC Decision has not yet been satisfied.<sup>54</sup> Upon the same allegations, Urduja prays for the Court to issue a TRO and/or writ of preliminary injunction pending resolution of the present case.

### *Respondents' Arguments*

In their Comment,<sup>55</sup> respondents pray for the denial of the Petition and argue that Urduja's allegations regarding her supposed family home were belatedly raised and are intended only to thwart the execution of the final and executory RTC Decision, especially considering that Urduja failed to present evidence thereon during the hearing on the Motion for Execution.<sup>56</sup> Respondents further aver that the issue on the ownership of the subject property should have been ventilated in Civil Case No. 19191 and the appeal therefrom, not in the present proceedings, which must be

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<sup>47</sup> CA rollo, pp. 52-53.

<sup>48</sup> Rollo, pp. 27-29.

<sup>49</sup> *Id.* at 7-12.

<sup>50</sup> *Id.* at 9-10.

<sup>51</sup> *Id.*

<sup>52</sup> *Id.* at 7.

<sup>53</sup> *Id.* at 10.

<sup>54</sup> *Id.*

<sup>55</sup> *Id.* at 34-40.

<sup>56</sup> *Id.* at 34.



limited to the propriety of the execution of the RTC Decision.<sup>57</sup> They add that Urduja is estopped from assailing respondents' ownership of the subject property because Urduja's own predecessor-in-interest, Felicidad, recognized Alfonso's ownership of the subject property, as stated in the Agreement.<sup>58</sup>

On September 28, 2022, the Court issued its Resolution<sup>59</sup> directing Urduja to file her Reply within ten (10) days from notice. The records reveal that Urduja's counsel received a copy of the Resolution on January 16, 2023.<sup>60</sup> To date, there is no Reply on record. The Court is therefore constrained to dispense with the Reply in resolving the present case on its merits.

### *The Issue*

The core issue for the Court's resolution is whether the CA erred in not finding grave abuse of discretion on the part of the RTC when it directed the execution of its Decision dated October 21, 2015, which had attained finality given the peculiar circumstances in the case at bar.

### *The Court's Ruling*

The Petition is denied for lack of merit.

Execution of the final RTC Decision is a matter of right for respondents, who were adjudged as owners of the subject property, because the RTC Decision became final and executory as early as May 2, 2017. Urduja has not shown any special circumstance warranting the abatement or modification of the final RTC Decision.

The CA and RTC also correctly disregarded Urduja's claim of exemption of her alleged family home from execution. The law exempts a family home from attachment, execution, and forced sale to satisfy a *money judgment*, which does not apply to the present case. Further, Urduja's family home cannot be constituted on a lot owned by another, such as the subject property owned by respondents. In any case, evidence should have been presented before the RTC on the alleged constitution of Urduja's family home on the subject property, which Urduja failed to do.

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<sup>57</sup> *Id.* at 35–36.

<sup>58</sup> *Id.* at 36.

<sup>59</sup> *Id.* at 69–70.

<sup>60</sup> *Id.* at 70.

### *Discussion*

*The CA correctly ruled that the RTC did not act with grave abuse of discretion because the execution of its final Decision was its ministerial duty and a matter of right for respondents.*

It is well-established that once a judgment becomes final and executory, all the issues between the parties are deemed resolved and laid to rest, and no other action can be taken thereon *except to order its execution*, which is a matter of right for the winning party.<sup>61</sup> Because the RTC Decision became final and executory on May 2, 2017, respondents, as the winning parties, acquired vested rights therefrom and are entitled to its execution as a matter of right.<sup>62</sup>

It was therefore the ministerial duty of the RTC to order the execution of its final judgment.<sup>63</sup> Any undue delay in the execution of this final judgment must be greatly disfavored, not only because they cause injustice to respondents by denying them the fruits of their victory, but also because such delays set naught the role of courts in disposing justiciable controversies with finality.<sup>64</sup>

Here, Urduja does not contest that the RTC Decision dated October 21, 2015 had attained finality on May 2, 2017. Thus, as a rule, the validity and execution of the final and executory RTC Decision may no longer be assailed. While there are recognized exceptions to this rule, such as fraud, lack of jurisdiction, or irregularity apparent on the face of the decision,<sup>65</sup> Urduja has not established their existence in the case. Although she essentially prayed for the abatement of the final RTC Decision because she was allegedly denied due process and because her family home is purportedly situated in the subject property, none of these grounds invoked by Urduja have any merit, as further discussed below.

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<sup>61</sup> *Sps. Poblete v. Banco Filipino Savings and Mortgage Bank*, 874 Phil. 112, 120–121 (2020); *NAPOCOR v. Sps. Laohoo*, 611 Phil. 194, 209 (2009).

<sup>62</sup> *Frias v. Alcayde*, 826 Phil. 713, 744 (2018); *Manila Memorial Park Cemetery, Inc. v. Court of Appeals*, 398 Phil. 720, 729–730 (2000).

<sup>63</sup> *Manila Memorial Park Cemetery, Inc. v. Court of Appeals*, *supra*.

<sup>64</sup> *Montehermoso v. Batuto*, 891 Phil. 532, 534–535, (2020), citing *Spouses Aguilar v. Manila Banking Corp.*, 533 Phil. 645, 670 (2006).

<sup>65</sup> The validity of a final judgment cannot be assailed collaterally unless the ground of attack is lack of jurisdiction or irregularity in their entry apparent on the face of the record or because it is vitiated by fraud. [*Cadano v. Cadano*, 151 Phil. 156, 166 (1973); *Vda. de Corpuz v. The Commanding General, Phil. Army*, 174 Phil. 689, 698 (1978)].

It should also be pointed out that in an action for the recovery of a parcel of land, the defendant must set up a counterclaim for the value of improvements made or introduced by him or her on the property because such claim is necessarily connected with the transaction or occurrence subject of the complaint for reconveyance.<sup>66</sup> Any claim for payment of the value of such improvements only after a final judgment has already been rendered must be denied because it would result in modification of a final judgment and violate its immutability.<sup>67</sup>

Applying the foregoing by analogy, Urduja should have pleaded in her Answer<sup>68</sup> to the Complaint in Civil Case No. 19191 the supposed constitution of her family home on the subject property because it is necessarily connected with the Agreement subject of the Complaint. Indeed, Urduja herself argued before the RTC that she and her family came to possess the subject property with the execution of the Agreement and after Alfonso allowed it.<sup>69</sup>

However, Urduja's Answer is manifestly bereft of any allegation on and proof of the supposed introduction of *any* improvements on the subject property, much less the constitution of her family home thereon. Having failed to raise this issue in the Answer and at the earliest instance together with her supporting evidence, Urduja is barred from attempting to litigate it at such late stage of the proceedings and only after the RTC Decision had already attained finality.

*Ownership of the subject property was retained by respondents; thus, Urduja and her family must surrender possession of the property to respondents.*

There is no merit to Urduja's argument that the RTC did not make any express finding of ownership of the subject property in favor of respondents. To the contrary, the RTC categorically adjudicated ownership of the subject property in favor of respondents, stating in the Decision that "*ownership over the subject property still remains with the [respondents].*"<sup>70</sup> This is based on the RTC's finding that the Agreement between the parties' predecessors-in-interest is a contract to sell, which

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<sup>66</sup> *Baclayon v. Court of Appeals*, 261 Phil. 910, 922 (1990); *Carpena v. Manalo*, 111 Phil. 685, 688 (1961), citing *Berses v. Villanueva*, 25 Phil. 473, 488-489 (1913).

<sup>67</sup> *Id.*

<sup>68</sup> *Rollo*, pp. 43-44-A.

<sup>69</sup> *Id.*

<sup>70</sup> *CA rollo*, p. 13.

was cancelled or terminated because of the failure of Felicidad, the prospective buyer and Urduja's predecessor-in-interest, to pay the full purchase price thereof.

The Court reiterates that the RTC Decision and its determination on respondents' ownership of the subject property is already final and executory. Hence, the RTC Decision can no longer be disturbed and Urduja's plea for the Court to revisit the issue on ownership of the subject property must be denied.

*Urduja and her family were not deprived of due process when their appeal from Civil Case No. 19191 was dismissed.*

Urduja avers that the Court has the authority to modify the RTC Decision dated October 21, 2015, because peculiar circumstances attendant to her case deprived her of due process.<sup>71</sup>

Urduja's argument lacks merit.

The essence of due process is the opportunity to be heard and submit evidence in support of one's claims or defenses.<sup>72</sup> Thus, due process is served as long as the party was able to present evidence in support of its claims at some point of the proceedings, *even if it was not able to fully exhaust all the available remedies granted by law*, as when its appeal was lost because its counsel failed to file the necessary notice of appeal.<sup>73</sup> Likewise, due process is not denied to a party whose appeal was dismissed for failure of its counsel to file the required brief, as long as the same party was able to actively participate during trial and was afforded the unfettered opportunity to ventilate its case in those proceedings.<sup>74</sup>

In the case at bar, the records bear that Urduja, *et al.* were able to ventilate their case before the RTC, where they were able to submit their responsive pleadings and present evidence in support of their claims. The RTC not only received their evidence; it also duly considered the parties' evidence in rendering its Decision dated October 21, 2015.<sup>75</sup> Evidently,

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<sup>71</sup> *Rollo*, p. 7.

<sup>72</sup> *Pasiona, Jr. v. Court of Appeals*, 581 Phil. 124, 135 (2008), citing *Producers Bank of the Phils. v. Court of Appeals*, 430 Phil. 812, 825–826 (2002).

<sup>73</sup> *Id.*

<sup>74</sup> *See Sibayan v. Costales*, 789 Phil. 1, 7–8 (2016).

<sup>75</sup> *CA rollo*, p. 13.

Urduja, *et al.* cannot insist that they were deprived of due process because they actively participated in the trial before the RTC and were afforded the unfettered opportunity to prove their cause, the dismissal of their appeal notwithstanding.

In any case, the general rule is that, absent any showing<sup>76</sup> of extraordinary circumstances,<sup>77</sup> *the mistake of counsel binds the client.*<sup>78</sup> Litigants, such as Urduja, *et al.*, are expected to exercise a standard of care that ordinary prudent persons would bestow over their affairs by, among others, monitoring the status of their cases and their appeals therefrom.<sup>79</sup>

Although there are well-recognized exceptions to the foregoing rule, as when the litigant can show that he or she was maliciously deprived of information, or could not have acted to protect his or her interests had he or she exercised ordinary diligence and prudence,<sup>80</sup> none of these special circumstances are present in the case at bar.

Indeed, the records bear that the RTC Decision was rendered on October 21, 2015,<sup>81</sup> while the appeal from Civil Case No. 19191 was dismissed on April 26, 2017.<sup>82</sup> However, Urduja stated that it was only sometime *in November 2018*, or *about three (3) years after* the rendition of the RTC Decision and *about one (1) and a half years after* the dismissal of the appeal, that she became aware of the appeal's dismissal.<sup>83</sup> Allegedly, it was only after the receipt of the RTC Order dated November 5, 2018 when Urduja discovered that: her appeal was dismissed, her counsel Atty. Castro was already sickly during the pendency of her appeal, and he had died by the time when the execution proceedings were being held before the RTC.<sup>84</sup>

Evidently, Urduja was remiss in her duty to monitor the status of her case, yet she has not proffered any justifying circumstance for it. No explanation whatsoever was provided on why it took Urduja almost three years to make a follow up on her lawyer regarding her appeal from the

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<sup>76</sup> Applying by analogy the rule that the grounds for relief from judgment, *i.e.*, fraud, accident, mistake, or excusable negligence, must be established by the petitioner. [*Guevarra v. Sps. Bautista*, 593 Phil. 20, 26 (2008)].

<sup>77</sup> In *Lasala v. National Food Authority*, 767 Phil. 285, 302–303 (2015), citing *Bayog v. Natino*, 327 Phil. 1019 (1996), the fact that the litigant was an indigent indicated that he solely relied on his counsel for protection and defense of his rights, thereby excepting his case from the general rule that a counsel's negligence binds the client.

<sup>78</sup> *Engr. Paluca v. Commission on Audit*, 788 Phil. 483, 490 (2016).

<sup>79</sup> *Id.*

<sup>80</sup> *Ong Lay Hin v. Court of Appeals*, 752 Phil. 15, 25 (2015); *Guevarra v. Sps. Bautista, supra*.

<sup>81</sup> CA rollo, pp. 10–11.

<sup>82</sup> *Id.* at 10.

<sup>83</sup> *Id.* at 18.

<sup>84</sup> *Id.*

RTC Decision. Neither does the Petition allege that Urduja *solely* relied on her lawyer in handling her case because of special circumstances like indigency, that she was maliciously deprived of information, or that she could not have acted to protect her interests had she exercised ordinary diligence and prudence.

In fine, Urduja, *et al.* are bound by the negligence of their counsel and the resultant loss of their appeal because they failed to diligently check on the status of their case.<sup>85</sup> Due to their lack of diligence, any negligence by their counsel cannot be considered as fraud or deprivation of due process that would warrant the modification or even annulment of the RTC Decision.

*There is no valid justification for the Court to modify the final RTC Decision based on the alleged exemption of Urduja's family home from execution.*

In seeking relief from the final RTC Decision dated October 21, 2015, Urduja prays for the Court to declare that her family home is exempt from execution.<sup>86</sup>

Urduja's argument lacks support in law, jurisprudence, and the evidence on record.

The family home consists not only of the dwelling house but also the lot on which it is situated.<sup>87</sup> It has been defined as follows:

As defined, [t]he family home is a sacred symbol of family love and is the repository of cherished memories that last during one's lifetime. It is the dwelling house where the husband and wife, or an unmarried head of a family reside, including the land on which it is situated. It is constituted jointly by the husband and the wife or by an unmarried head of a family.<sup>88</sup> (Citations omitted)

The present legal system favors the conservation of family home in

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<sup>85</sup> *Oriental Assurance Corp. v. Solidbank Corp.*, 392 Phil. 847, 856–857 (2000). See also *Baclaran Marketing Corporation v. Nieva*, 809 Phil. 92, 104 (2017), where it was held that the gross negligence of the counsel must not be accompanied by the client's own negligence for the client to be excepted from the general rule that negligence of counsel binds the client.

<sup>86</sup> *Rollo*, pp. 9–10.

<sup>87</sup> Family Code, Article 152.

<sup>88</sup> *Cabang v. Spouses Basay*, 601 Phil. 167, 178 (2009).

pursuit of the State policy to foster families and promote general welfare.<sup>89</sup> It recognizes that a “houseless, homeless population is a burden upon the energy, industry, and morals of the community to which it belongs”<sup>90</sup> and “no greater calamity, not tainted with crime, can befall a family than to be expelled from the roof under which it has been gathered and sheltered.”<sup>91</sup> Thus, the law considers the family home as a real right that is gratuitous, inalienable, and free from attachment.<sup>92</sup> It also surrounds the family home with immunities from *levy*, subject to certain limitations.<sup>93</sup>

However, the claim that a property is a family home that is immune from levy is not a magic wand that will freeze the court’s hand to forestall the execution of a decision that has attained finality.<sup>94</sup> The claim of exemption must be set up and proved through evidence establishing that the dwelling house *and* the land on which it is situated: (i) were duly constituted as a family home; (ii) were constituted jointly by the husband and wife or by an unmarried head of a family; (iii) were resided in by the family or any of the family home’s beneficiaries; (iv) form part of the properties of the absolute community or the conjugal partnership, or of the exclusive properties of either spouse with the latter’s consent, or property of the unmarried head of the family; and (v) have an actual value of PHP 300,000.00 in urban areas, and PHP 200,000.00 in rural areas.<sup>95</sup> The absence of any of the foregoing elements results in the denial of a claim of exemption of the alleged family home from execution.

Applying the foregoing requisites, the Court finds no merit in Urduja’s argument that her purported family home is allegedly exempt from execution. As further discussed below, the exemption does not apply because the final RTC Decision does not involve a *money judgment* against Urduja and in favor of respondents. Urduja also failed to prove the fourth element, *i.e.*, that the family home, consisting of the dwelling place *and* the lot on which it is situated, forms part of the properties of the persons constituting it. In any case, Urduja failed to establish her claim of exemption by sufficient evidence.

A. *The law exempts a family home from levy and execution for the satisfaction of a money judgment,*

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<sup>89</sup> *Sps. Duadua, Sr. v. R.T. Dino Development Corporation*, 877 Phil. 922, 936 (2020), citing *Rural Bank of Davao City, Inc. v. Court of Appeals*, 217 Phil. 554 (1993).

<sup>90</sup> *Sia v. Tan*, G.R. No. 220695 (Notice), January 5, 2022, citing *Eulogio v. Bell*, 763 Phil. 266, 283 (2015).

<sup>91</sup> *Id.*

<sup>92</sup> *Id.*

<sup>93</sup> *Eulogio v. Bell, Sr.*, *supra*, at 287.

<sup>94</sup> *Taruc v. Maximo*, G.R. No. 227728, September 28, 2022.

<sup>95</sup> *Id.*

*which does not obtain in the present case.*

Article 155 of the Family Code exempts the family home from execution, forced sale, or attachment, subject to the maximum monetary value provided in Article 157 of the same Code. Meanwhile, Article 160 of the Family Code provides a situation wherein a family home that exceeds the maximum value set forth in Article 157 may be subjected to execution sale to satisfy a judgment credit. These provisions of law read:

Art. 155. The family home shall be exempt from execution, forced sale or attachment except:

- (1) For non-payment of taxes;
- (2) For debts incurred prior to the constitution of the family home;
- (3) For debts secured by mortgages on the premises before or after such constitution; and
- (4) For debts due to laborers, mechanics, architects, builders, materialmen and others who have rendered service or furnished material for the construction of the building.

....

Art. 157. The actual value of the family home shall not exceed, at the time of its constitution, the amount of three hundred thousand pesos in urban areas, and two hundred thousand pesos in rural areas, or such amounts as may hereafter be fixed by law.

In any event, if the value of the currency changes after the adoption of this Code, the value most favorable for the constitution of a family home shall be the basis of evaluation.

For purposes of this Article, urban areas are deemed to include chartered cities and municipalities whose annual income at least equals that legally required for chartered cities. All others are deemed to be rural areas.

....

Art. 160. When a creditor whose claims is not among those mentioned in Article 155 obtains a judgment in his favor, and he has reasonable grounds to believe that the family home is actually worth more than the maximum amount fixed in Article 157, he may apply to the court which rendered the judgment for an order directing the sale of the property under execution. The court shall so order if it finds that the actual value of the family home exceeds the maximum amount allowed by law as of the time of its constitution. If the increased actual



value exceeds the maximum allowed in Article 157 and results from subsequent voluntary improvements introduced by the person or persons constituting the family home, by the owner or owners of the property, or by any of the beneficiaries, the same rule and procedure shall apply.

At the execution sale, no bid below the value allowed for a family home shall be considered. The proceeds shall be applied first to the amount mentioned in Article 157, and then to the liabilities under the judgment and the costs. The excess, if any, shall be delivered to the judgment debtor.

In granting the family home certain immunities from execution, forced sale, or attachment, the Family Code sets a maximum *monetary* value for the property. In case the value of the family home is higher than the statutory limits under Article 157 of the Family Code, the excess may be applied for the payment of the *debts* enumerated in Articles 155 and 160 of the Family Code. As summarized below:<sup>96</sup>

- (1) the exemption of the family home from execution, forced sale or attachment is limited to PHP 300,000 in urban areas and PHP 200,000 in rural areas, unless those maximum values are adjusted by law;
- (2) any subsequent improvement or enlargement of the family home by the persons constituting it, its owners, or any of its beneficiaries, will still be exempt from execution, forced sale or attachment provided that: (i) the actual value of the property at the time of its constitution has been determined to fall below the statutory limit; and (ii) the improvement or enlargement does not result in an increase in its value exceeding the statutory limit; and
- (3) if it is shown that the foregoing amounts do not match the present value of the peso because of currency fluctuations, the amount of exemption shall be based on the value that is most favorable to the constitution of a family home. Any amount in excess of those limits can be applied to the payment of any of the obligations specified in Articles 155 and 160.<sup>97</sup>

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<sup>96</sup> See *Eulogio v. Bell, Sr.*, *supra* note 90, at 286.

<sup>97</sup> *Id.*



From the foregoing, it is evident that the Family Code exempts the family home from execution, forced sale, or attachment for the satisfaction of *money judgments or pecuniary obligations*.<sup>98</sup>

Indeed, it has been held that for humane considerations, the law surrounded the family home with immunities from *levy*.<sup>99</sup> “Levy” means “making money out of the property;” “obtaining of money by seizure and sale of property;” or “the act or acts by which the appropriate officer of the law sets apart or appropriates a part or the whole of the judgment debtor’s property for the purpose of eventually conducting an execution sale, to the end that the writ of execution may be satisfied, and the judgment debt, paid.”<sup>100</sup>

Thus, the Family Code protects the family home from being sold so that money may be obtained therefrom to satisfy a *monetary* debt or *pecuniary* obligation adjudged against the person claiming the exemption. It creates an exception to the general rule that *property owned by the debtor* may be attached or sold to satisfy a money judgment rendered against him or her. Precisely, the fact that the Family Code sets a maximum *monetary* value for the family home that may be exempt from execution, forced sale, or attachment, and makes any *excess* therefrom liable for the payment of “debts” under Articles 155 and 160 of the Family Code, reasonably dictate that the exemption is limited to the satisfaction of *debts in money*.

Here, the RTC Decision did not award any money judgment in favor of respondents. Instead, the RTC Decision is a judicial declaration that Alfonso’s obligation to sell the subject property to Felicidad never arose because the latter failed to fully pay the purchase price; hence, he retained ownership of the property and is entitled to its repossession from Urduja, *et al.*, possession being a mere incident of ownership.<sup>101</sup>

Thus, when it issued the writ of execution, the RTC commanded the Sheriff to cause Urduja, *et al.* to “*surrender possession*” of the subject property, not for the Sheriff to cause the sale of the property to satisfy a money judgment. That is, the execution of the RTC Decision seeks to restore the parties to their previous condition *before* the execution of the cancelled Agreement, where, on one hand, respondents enjoy their right

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<sup>98</sup> *Montoya v. Ignacio*, 102 Phil. 546, 547–549 (1957); *Siari Valley Estates, Inc. v. Lucasan*, 109 Phil. 294, 298–299 (1960).

<sup>99</sup> *People v. Chaves*, 120 Phil. 1019, 1022 (1964). See also Black’s Law Dictionary, Revised 4th Edition (1968), citing *Farris v. Castor*, 186 Okl. 668, 99 P.2d 900, 902 (1940).

<sup>100</sup> Black’s Law Dictionary, *supra*; See also *Yuzon v. Atty. Agleron*, 824 Phil. 321, 326 (2018).

<sup>101</sup> *Id.*

to possess the subject property as its owners;<sup>102</sup> and on the other, the installment payments previously paid by Urduja, *et al.* are reimbursed to them as a matter of equity and in the absence of stipulation to the contrary.<sup>103</sup>

Clearly, in the present case, there is no levy on execution, forced sale, or even attachment to speak of against the purported family home of Urduja; hence, the latter's claim of exemption from the execution of final RTC Decision necessarily fails.

*B. A family home must be constituted on property owned by the persons constituting it.*

Even assuming that the final RTC Decision dated October 21, 2015 involves a money judgment, the RTC and CA were still correct in disregarding Urduja's claim of exemption because her purported family home could not have been validly constituted on the subject property owned by respondents.

Certainly, jurisprudence dictates that a family home must be constituted on property *owned* by the persons constituting it.<sup>104</sup> This is based on the first paragraph of Article 156 of the Family Code, which reads:

Art. 156. The family home must be part of the properties of the absolute community or the conjugal partnership, or of the exclusive properties of either spouse with the latter's consent. It may also be constituted by an unmarried head of a family on his or her own property.

Nevertheless, property that is the subject of a conditional sale on installments where ownership is reserved by the vendor only to guarantee payment of the purchase price may be constituted as a family home.

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<sup>102</sup> An attribute of ownership is the owner's right to possess the property and the right to exclude others from its possession. [*E. Rommel Realty and Development Corporation v. Sta. Lucia Development Corporation*, 537 Phil. 822, 831 (2006); See also *Sama v. People*, G.R. No. 224469, January 5, 2021].

<sup>103</sup> In the absence of stipulation to the contrary, the amount paid by the prospective buyer in a contract to sell that is deemed cancelled or terminated due to non-payment of the full purchase price should be returned to him/her or ordered reimbursed, especially when possession of the property has not been delivered to the prospective buyer. [*Solid Homes, Inc. v. Sps. Jurado*, 861 Phil. 36, 62 (2019); *Heirs of Paulino Atienza v. Espido!*, 642 Phil. 408, 417-419 (2010)].

<sup>104</sup> *Cabang v. Spouses Basay*, *supra* note 88, at 179.

It bears pointing out that under Article 152<sup>105</sup> of the Family Code, a “family home” pertains to the dwelling house where the family resides *and* the land on which it is situated. The law therefore requires that *both the house and lot* on which the family home was erected must be *owned* by the person/s constituting it in accordance with paragraph 1, Article 156 of the Family Code.

Neither may Urduja claim that her family home was duly constituted as such over the subject property under the second paragraph of Article 156 of the Family Code, *i.e.*, property subject of a conditional sale on installments where ownership is reserved by the vendor only to guarantee payment of the purchase price may be constituted as a family home. Under this provision of law, the property subject of a conditional sale “*may*” be constituted as a family home. The term “*may*” connotes opportunity and possibility.<sup>106</sup> It indicates a mere eventuality of the constitution of a family home, which is contingent on the acquisition of title over and ownership of the property subject of the conditional sale, consistent with Article 152 and paragraph 1, Article 156 of the Family Code.

Indeed, the records of the deliberations of the Family Code Commission reveal that paragraph 2, Article 156 of the Family Code contemplates a situation where a person, who cannot yet own a family home due to financial constraints, is *encouraged* to do so by *buying* one on installments:

Article (166). – If a person and his family do not have a family home as understood in this title, his property shall be exempt from execution, forced sale or attachment to the extent of the value allowed by law for a family home.

In case the value of the family home actually established is less than the maximum value allowed by law, the owner shall be entitled to the exemption in accordance with the preceding paragraph with respect to the difference.

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Justice Caguioa remarked that the rationale for the proposed provision is that one may not be able to establish a family home because of exorbitant prices in view of the present conditions. However, since they have increased the value of the family home to P300,000 in urban

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<sup>105</sup> Article 152 of the Family Code provides:

Art. 152. The family home, constituted jointly by the husband and the wife or by an unmarried head of a family, is the dwelling house where they and their family reside, and the land on which it is situated.

<sup>106</sup> *UCPB General Insurance Co., Inc. v Hughes Electronics Corp.*, 800 Phil. 67, 80 (2016).

areas and P200,000 in rural areas, the provision is no longer necessary.

Justice Puno, however, remarked that the provision refers to a person who does not have P300,000 to establish a family home.

On the other hand, Justice Caguioa opined that, considering that P300,000 is a very big amount, they will be depriving the creditor of so much. Justice Puno stated that *the idea is to enable the person to establish family home in the near future*. He said that the creditor should be on the look out. Dean Gupit remarked that no creditor would want to deal with such person. Judge Diy added that such person may not be able to get a loan. Justice Caguioa stated that this will in effect prevent a person, who is exempt up to P300,000, from borrowing money. Judge Diy said that the idea is only to protect the family home, but now they will be protecting something that does not exist. *She opined that there would be no such exemption if there is no family home*.

After further discussion, Justice Caguioa proposed that the proposed Article (166) be deleted, which the Committee approved.

Justice Puno clarified that he was withdrawing his view that the provision should be retained because it will be saved by the second paragraph of Article 156, that is, *if the person cannot yet own a family home, he can buy by installments*. In other words, there is already an *encouragement* for the establishment of a family home.<sup>107</sup> (Italics supplied)

Evidently, the second clause of Article 156 of the Family Code was designed to enable persons to *eventually own* a family home and encourage its establishment *in the near future*. When related to paragraph 1, Article 156 of the Family Code, it is clear that the property subject of the conditional sale cannot be considered a family home until ownership thereof has been acquired by the person claiming it.

Further, as explained by Dr. Arturo M. Tolentino, Article 156 of the Family Code was specifically taken from the California Code prior to 1929, which prohibits a family home from being created upon property held in co-ownership by the husband and a third person.<sup>108</sup> Californian jurisprudence, which has persuasive<sup>109</sup> force in the case at bar, clarifies that the prohibition exists because allowing a family home to be constituted on property held in common would give rise to complexity to

<sup>107</sup> Deliberations of the Code Commission dated April 4, 1987, pp. 18–20.

<sup>108</sup> *Sia v. Tan*, *supra* note 90, citing A. Tolentino, *Commentaries and Jurisprudence on the Civil Code of the Philippines*, Vol. I (1990 ed.), p. 508, further citing the Code Commission of 1947, pp. 18–19, 20.

<sup>109</sup> Since Article 156 of the Family Code was patterned after the Californian Code, then Californian case law has persuasive effect in the interpretation of the law. The general rule is that where a local rule is patterned or copied from that of another country, then the decisions of the courts in such country construing the rule are entitled to great weight in interpreting the local rule. [*People v. Pagpaguitan*, 373 Phil. 856, 872 (1999)].

a state of facts and unfairly subject the property rights of innocent third persons to annoyance and litigation through no fault of their own:

The Homestead Act requires the homestead to consist of a quantity of land, with the dwelling-house, etc., not exceeding in value five thousand dollars, to be selected by the owner thereof, etc.

In this case the defendant was the owner of an undivided one third. He held as joint tenant, having jointly purchased with two others. It required the title of the three to constitute an ownership of the land, and there was no part of it which he had the power to set apart as his own so as to constitute a homestead. The right of each of the other joint tenants was as great to the whole as his own right. The statute did not contemplate that homesteads should be carved out of land held in joint tenancy, or tenancy in common, because it has not provided any mode for their separation and ascertainment. *All of the questions of excess of value, appraisal, and division between debtor and creditors, would arise only to give complexity to a state of facts, for which no provision of the statute seems to be adequate, and would necessarily force into litigation, or at least into care and trouble, the innocent co-tenants, who would thus be subjected to annoyance without any fault of their own.* If the policy of the law was to extend to such cases it would be more clear and explicit in its declarations, so that joint owners of land would at least be made aware of an additional contingency attached to the form of their title.<sup>110</sup> (Italics supplied)

With the foregoing, it is indubitable that a family home may only be constituted on a house and lot *owned* by the persons constituting it. A contrary ruling would unnecessarily subject the rights of third persons to complexities and disputes over their property through no fault of their own, as when a creditor seeks the satisfaction of a judgment debt through the execution sale of a family house *and* the lot on which it is constituted.

Confusion would equally arise in the application of Articles 158<sup>111</sup> and 159<sup>112</sup> of the Family Code, which impose restrictions on the alienation, donation, creation of encumbrances, and partition of the family home. If Urduja's argument is to be given merit, then the subject property owned by respondents must likewise be included in the foregoing limitations under the law, *i.e.*, the consent of Urduja and her family would be necessary for transactions over the property involving sale, donation, and

<sup>110</sup> *Wolf v. Fleischacker*, 5 Cal. 244 (Cal. 1855).

<sup>111</sup> Article 158 of the Family Code provides:

Art. 158. The family home may be sold, alienated, donated, assigned or encumbered by the owner or owners thereof with the written consent of the person constituting the same, the latter's spouse, and a majority of the beneficiaries of legal age. In case of conflict, the court shall decide.

<sup>112</sup> Article 159 of the Family Code provides:

Art. 159. The family home shall continue despite the death of one or both spouses or of the unmarried head of the family for a period of ten years or for as long as there is a minor beneficiary, and the heirs cannot partition the same unless the court finds compelling reasons therefor. This rule shall apply regardless of whoever owns the property or constituted the family home.

encumbrances, and the property is equally bound to the hold-over and partition requisites for a family home. Surely, in granting such rights and imposing limitations over a family home, the lawmakers could not have intended that the property rights of third persons — strangers to a family — be similarly subsumed therein.

Besides, it is elementary that execution of judgment may only be effected against property *owned* by the debtor.<sup>113</sup> Necessarily, the exemption from execution granted by the Family Code extends only to the owners of the house and lot constituting the family home. To hold otherwise would allow an absurd situation where the execution sale of a family home under Article 160 of the Family Code may be implemented against properties owned by third persons, in violation of the cardinal rule that judgments are enforceable only against property *incontrovertibly* belonging to the judgment debtor alone, not against those owned by third persons who did not have their day in court.<sup>114</sup>

In fine, Urduja, *et al.* could not have constituted a family home on the subject property because they are not its owners, as already adjudged with finality by the RTC. There is therefore no merit to their claim of exemption from the execution of the RTC Decision, warranting the denial of the present Petition.

In any case, the Court cannot give credence to Urduja's claim that her family home is exempt from execution due to lack of evidence.

As earlier mentioned, Urduja should have raised the issue on the constitution of her family home at the earliest opportunity and adduced evidence thereon during trial in Civil Case No. 19191. At the very least, Urduja should have introduced evidence in her Motion to Hold in Abeyance to prove all the requisites for the exemption of her purported family home from execution.<sup>115</sup> Verily, it is imperative that a claim of exemption from execution of a family home must be *backed with evidence*, showing that all the requisites for its constitution and concomitant immunities from execution are present, as previously enumerated.<sup>116</sup>

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<sup>113</sup> Execution may only be effected against the property of the judgment debtor. [*De Guzman v. Spouses Ong*, 363 Phil. 548, 555 (1999)] For attachment of all kinds, it is a legal condition that the thing attached must be the property of the debtor. [*Alvaran v. Marquez*, 11 Phil. 263, 267 (1908)].

<sup>114</sup> *Guy v. Gacott*, 778 Phil. 308, 321 (2016).

<sup>115</sup> *Taruc v. Maximo*, *supra* note 94; *Sps. Oliva-De Mesa v. Sps. Acero, Jr.*, 679 Phil. 43, 59 (2012); *Honrado v. Court of Appeals*, 512 Phil. 657, 666 (2005).

<sup>116</sup> *Salazar v. Felias*, 825 Phil. 30, 42 (2018); *Spouses Versola v. Court of Appeals*, 529 Phil. 377, 387 (2006). The requisites are: (i) the property was duly constituted as a family home, (ii) it was constituted jointly by the husband and wife or by an unmarried head of a family, (iii) it was resided in by the family (or any of the family home's beneficiaries), (iv) it forms part of the properties of

Absent proper substantiation, Urduja's bare allegation on her purported family home cannot be used as basis to enjoin the execution of the final RTC Decision.

In the case at bar, even a cursory reading of the Motion to Hold in Abeyance<sup>117</sup> reveals that it is devoid of any evidence in support of Urduja's claim that her purported family home is exempt from execution. No affidavit, document, or object evidence was attached to it. Further, as pointed out by respondents, Urduja has not endeavored to present evidence in support of her contention during the hearing on the motion for execution.<sup>118</sup> Given the situation, the RTC and CA correctly determined that there was no valid reason to enjoin the execution of the final RTC Decision.

Considering that the Petition lacks merit, Urduja's prayer for the issuance of a TRO and writ of preliminary injunction must also be denied. Certainly, no court, by injunction or otherwise, should interfere with execution of a final judgment.<sup>119</sup> The rule must be observed in the present case, considering that the RTC Decision already determined with finality that the right of respondents over the subject property, as its owners, is *superior* to any purported entitlement of Urduja, *et al.* over the same property.<sup>120</sup>

Urduja's argument that execution should be held in abeyance because the PHP 52,500.00 due from respondents under the final RTC Decision has not yet been satisfied is equally bereft of merit. As correctly noted by the CA and as stated in the Sheriff's Report,<sup>121</sup> Urduja herself refused payment of this sum of money. Surely, the Court cannot enjoin the execution of the RTC Decision on this ground, as it would be tantamount to rewarding Urduja's unjustified refusal to comply with a lawful order and writ of execution issued by the RTC, when it is elementary that compliance with a court order is not up to the parties to decide simply

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the absolute community or the conjugal partnership, or of the exclusive properties of either spouse with the latter's consent, or property of the unmarried head of the family, and (v) it has an actual value of Php300,000.00 in urban areas, and Php200,000.00 in rural areas.

<sup>117</sup> CA rollo, pp. 18-19.

<sup>118</sup> Rollo, p. 35.

<sup>119</sup> See *Australian Professional Realty, Inc. v. Municipality of Padre Garcia, Batangas*, 684 Phil. 283, 294 (2012). where it was held that the general rule is that after a judgment has gained finality, it becomes the ministerial duty of the court to order its execution. The rule admits of exceptions, such as the following: (1) when facts and circumstances later transpire that would render execution inequitable or unjust; or (2) when there is a change in the situation of the parties that may warrant an injunctive relief.

<sup>120</sup> *Morales v. Arboleda*, G.R. No. 211322 (Notice), March 18, 2015, *Australian Professional Realty, Inc. v. Municipality of Padre Garcia, Batangas*, *supra*; *Corinthian Gardens Ass'n, Inc. v. Spouses Tanjangco*, 578 Phil. 712 (2008); *Pasion v. Melegrito*, 548 Phil. 302 (2007).

<sup>121</sup> CA rollo, pp. 36-37.



because they opine it to be invalid.<sup>122</sup>

All told, the Petition must be denied for lack of merit. No error was committed by the CA in not finding grave abuse of discretion on the part of the RTC. Execution of the final RTC Decision was a matter of right for respondents, as the winning party, and a ministerial duty on the part of the RTC. Absent any special circumstance, none of which has been shown to exist in the present case, there is no reason to enjoin or delay any further the execution of the final RTC Decision.

**WHEREFORE**, the Petition is **DENIED** for lack of merit. The Decision dated December 9, 2020, and the Resolution dated May 17, 2021 of the Court of Appeals in CA-G.R. SP No. 161884 are hereby **AFFIRMED**. The prayer for the issuance of a Temporary Restraining Order and/or Writ of Preliminary Injunction is likewise **DENIED** for lack of merit.

**SO ORDERED.**

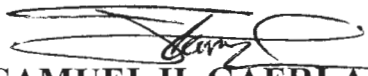


**HENRI JEAN PAUL B. INTING**  
*Associate Justice*

WE CONCUR:



**ALFREDO BENJAMIN S. CAGUIOA**  
*Associate Justice*



**SAMUEL H. GAERLAN**  
*Associate Justice*



**JAPAR B. DIMAAMPAO**  
*Associate Justice*



**MARIA FILOMENA D. SINGH**  
*Associate Justice*

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<sup>122</sup> *Bro. Bernard Ocg v. Custodio*, 814 Phil. 641, 675 (2017).

**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.



**ALFREDO BENJAMINS. CAGUIOA**

*Acting Chief Justice*

Per Special Order No. 3045

dated November 3, 2023