Republic of the Philippines
Supreme Court
Baguio City

THIRD DIVISION

ESTEBAN YAU, substituted by heirs GLORICITA S. YAU, LULLETE S. YAU, CLIFFSON S. YAU, and STEVESON S. YAU, *Petitioners*,	**G.R. No. 200466**
- versus -	Present: CAGUIOA, *J.*, *Chairperson*, INTING, GAERLAN, DIMAAMPAO, *and* SINGH, *JJ.*
HON. ESTER M. VELOSO, Presiding Judge of Branch VI, Regional Trial Court, Cebu City, RICARDO C. SILVERIO, SR., and RICARDO S. SILVERIO, JR., *Respondents*.	Promulgated: April 19, 2023 MisPDCBatt

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DECISION

GAERLAN, *J.*:

> "*Litigation must end and terminate sometime and somewhere, and it is essential to an effective and efficient administration of justice that once a judgment has become final, the winning party be not, through a mere subterfuge, deprived of the fruits of the verdict. Courts must therefore guard against any scheme calculated to bring about that result. Constituted as they are to put an end to controversies, courts should frown upon any attempt to prolong them.*"[1]

The present petition for *certiorari* and mandamus[2] assails three orders issued by respondent Judge Ester M. Veloso (Judge Veloso), which annulled the levy and sale of certain real properties to satisfy the judgment in Civil Case No. CEB-2058, which has been pending before the Regional Trial Court

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1 *Li Kim Tho v. Go Siu Kao, et al.*, 82 Phil. 776, 778 (1949).

2 *Rollo*, pp. 3-49.

(RTC) of Cebu City, Branch 6, since March 28, 1984.[3] Previous incidents in said case have reached this Court at least three times, as early as 1997.[4]

The Antecedents

The factual background of this case has been recounted in previous decisions of this Court, as follows:

> Esteban Yau [Yau] x x x filed a complaint on March 28, 1984 in the Regional Trial Court of Cebu [City], Branch 6, for recovery of the value of a promissory note and for damages. The case, docketed as Civil Case No. CEB-2058, was brought against the Philippine Underwriters Finance Corporation (Philfinance) and the members of its board of directors, among whom were [respondent] Ricardo C. Silverio, Sr. [Silverio Sr.], Pablo C. Carlos, Jr. [Carlos], Arturo Macapagal [Macapagal], Florencio Biagan, Jr. and Miguel Angel Cano. [Yau] alleged that he purchased from Philfinance a promissory note purporting to have been issued by the Philippine Shares Corporation, Philfinance undertaking to return to him on March 24, 1981 his investment in the amount of P1,600,000.00, plus earnings in the total amount of P29,866.67. It was alleged that Philfinance issued three checks, all maturing on March 24, 1981, for P1,600,000.00, P24,177.78 and P5,688.89, but, when the checks matured and they were deposited in the bank, they were dishonored for insufficiency of funds. It was further alleged that when private respondent inquired from the Philippine Shares Corporation, the company denied that it had issued the promissory note in question.[5]
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> [Meanwhile, Silverio Sr.'s wife,] Beatriz S. Silverio[,] died without leaving a will on October 7, 1987. She was survived by her legal heirs, namely: [Silverio, Sr.] (husband), Edmundo S. Silverio (son), Edgardo S. Silverio (son), [herein respondent] Ricardo S. Silverio, Jr. [Silverio Jr.] (son), Nelia S. Silverio-Dee (daughter), and Ligaya S. Silverio (daughter). Subsequently, an intestate proceeding (SP PROC. NO. M-2629) for the settlement of her estate was filed by [Silverio Sr., which was raffled to the Regional Trial Court of Makati City, Branch 57 {hereinafter referred to as the intestate court}].[6]
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> On March 27, 1991, the trial court [in Civil Case No. CEB-2058] rendered its Decision in favor of [Yau]. The dispositive portion reads:
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> > WHEREFORE, judgment is rendered in favor of plaintiff and against defendants Philippine Underwriters Finance Corporation, Ricardo C. Silverio, Sr., Pablo C. Carlos, Jr., Arturo Macapagal, Florencio Biagan, Jr. and Miguel Angel Cano, ordering the latter, jointly and severally, to pay the former the following:

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3 Id. at 12.

4 *Macapagal v. CA*, 338 Phil. 206 (1997); *Yau v. The Manila Banking Corporation*, 433 Phil. 701 (2002); *Yau v. Silverio, Sr.*, 567 Phil. 493 (2008).

5 *Macapagal v. CA*, supra at 208.

6 *Silverio, Sr. v. Silverio, Jr., et al.*, 741 Phil. 377, 379 (2014); *Rollo*, pp. 136-137.

> (a) The principal amount of One Million Six Hundred Thousand (P1,600,000) Pesos, representing the principal amount of the plaintiff's investment;
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> (b) The amount of Ten Million Three Hundred Ninety Seven Thousand Four Hundred Ninety Four Pesos and 03/100 (P10,397,494.03), representing the earnings which the plaintiff could have made on his investment as of December 31, 1989 and thereafter, legal interest on the principal amount of P1,600,000, until fully paid;
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> (c) The amount of One Hundred Thousand (P100,000) Pesos as, and for moral damages;
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> (d) The amount of Fifty Thousand (P50,000) Pesos as, and for exemplary or corrective damages;
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> (e) The amount of One Hundred Thirty Seven Thousand Two Hundred Seven Pesos and 28/100 (P137,207.28) as attorney's fees; Forty Four Thousand Eighteen Pesos and 33/100 (P44,018.33) as litigation expenses; and
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> (f) The costs of the suit.
>
> The Counterclaims interposed by the defendant Pablo C. Carlos, Jr. in his Answer, are dismissed.
>
> SO ORDERED.

[Carlos] and Philfinance interposed an appeal to the Court of Appeals [CA], docketed therein as CA-G.R. CV No. 33496. With respect to Silverio [Sr.], Macapagal, Biagan, and Cano, their Notice of Appeal was dismissed for their failure to pay the docket fees. The Order of dismissal became final and executory on December 26, 1991 and an entry of judgment was made on April 21, 1992.

On July 31, 1992, the trial court ordered execution of its decision and, on September 17, 1992, issued the corresponding writ of execution.

In December, 1992, the bank deposits of the defendants were garnished by the sheriff. As the judgment was only partially satisfied with the sale of a Manila Golf and Country Club share belonging to [Silverio Sr.], the writ of execution was enforced against the other defendants, including x x x [Macapagal].[7]

Despite service of the writ and demand by the sheriff for the satisfaction of the judgment, the defendants therein, including Silverio [Sr.], failed to pay said judgment. The only asset of Silverio that could be found for the satisfaction of the judgment was his proprietary membership share in the Manila Golf and Country Club, Inc. (Manila Golf). Accordingly, the sheriff levied upon [Silverio Sr.'s] share on December 7, 1992. At the public auction sale on December 29, 1992, Yau emerged as the highest and only

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7 *Yau v. Silverio, Sr.*, supra note 4 at 498-499. Citations supplied; original citations omitted.

> bidder of said Silverio [Sr.] share at P2 Million and the corresponding Certificate of Sale issued in his name.
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> However, at the time of the execution sale on December 29, 1992, the Silverio share was already subject to a prior levy pursuant to separate writs of preliminary attachment dated March 27, 1990 and October 17, 1990 obtained by the Manila Banking Corporation (Manilabank) from Branches 62 and 64 of the Regional Trial Court of Makati City before which complaints for sums of money, docketed as Civil Case Nos. 90-513 and 90-271, respectively, were pending, in which Silverio [Sr.] is also one of the defendants.
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> On February 11, 1993, Yau filed separate motions to intervene in both cases pending before Branches 62 and 64 of the RTC of Makati City. In an Order dated March 29, 1993, Branch 62 denied the motion to intervene in Civil Case No. 90-513 on the ground that the motion was filed after the parties have rested their respective cases and the same will only unduly delay the disposition of the case. Branch 64, on the other hand, granted Yau's motion to intervene in Civil Case No. 90-271 in an Order dated July 1, 1993. Manilabank sought reconsideration but Branch 64 denied the same in an Order dated August 30, 1993. Hence, Manilabank interposed a petition for certiorari before the Court of Appeals (CA), docketed as CA-G.R. SP No. 32405.
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> Meanwhile, in a letter dated September 20, 1993, Yau formally requested Manila Golf, through its transfer agent, Far East Bank and Trust Company (FEBTC), to cancel the certificate in the name of Silverio and issue a new certificate in his name by virtue of the Certificate of Sale dated December 29, 1992 issued in his favor. Yau expressly agreed in the letter that the certificate to be issued in his name shall be subject to the preliminary attachments issued in other cases. Manila Golf, however, refused to accede to Yau's request, expressing the apprehension that it could be cited for contempt in view of the fact that notices of garnishment against the Silverio share directed the club "not to remove, transfer or otherwise dispose of" said share.[8]

The dispute over the levy and sale of Silverio Sr.'s Manila Golf Club share eventually reached this Court as G.R. Nos. 126731 & 128623.[9]

Going back to the proceedings in Civil Case No. CEB-2058,

> x x x Silverio [Sr.] and Macapagal asked the [CA] to reinstate their appeal from the decision of the RTC of Cebu City and annul the writ of execution, on the ground that the dismissal of their appeal was due to the gross negligence of their former counsel. x x x [This] petition for the reinstatement of the appeal and annulment of the writ of execution was denied by the Special Eleventh Division of the [CA] on the ground that its

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8 *Yau v. The Manila Banking Corporation*, supra note 4 at 705-707. Citations omitted, emphasis and underlining supplied.

9 Id.

resolution of November 27, 1991, dismissing the appeal from the decision of the RTC of Cebu City, had become final more than a year before.[10]
x x x x

[O]n April 18, 1997, this Court rendered its Decision in G.R. No. 110610 and G.R. No. 113851[11] dismissing the petitions of Macapagal and Silverio [Sr.] assailing the trial court's judgment in Civil Case No. CEB-2058. In 1998, this Court denied with finality their motions for reconsideration.[12]

x x x x

Meanwhile, on October 31, 2000, the [CA] rendered a Decision [hereinafter referred to as the October 2000 CA Decision] in CA-G.R. CV No. 33496 (appeal of defendants Philfinance and [Carlos]). The dispositive portion reads:

> "IN VIEW OF ALL THE FOREGOING, the appealed decision as hereby modified in such a way that the award of lost income is deleted and the legal interest to be paid on the principal amount of P1,600,000 be computed from the filing of the complaint at twelve (12%) percent until full payment thereof. On all other respect, the judgment stands. Costs against appellants.

The aforesaid Decision became final and executory on March 21, 2001.[13]

x x x x

Considering that the judgment was not fully satisfied, the sheriff resumed the implementation of the writ. x x x

x x x x

Sometime in 2001, the sheriff found that Silverio [Sr.] was a co-owner of three (3) houses located in Forbes Park and Bel-Air Village[s], Makati City [hereinafter referred to collectively as the Makati properties], covered by TCT Nos. (147129)-137156 [later 223610, hereinafter referred to as the Bel-Air property], (436750)-137155 [later 223611 and 006-2011000050, located at 82 Cambridge Circle, Forbes Park, Makati City, and hereinafter referred to as the Cambridge property] and (337033)-137154 [later 223612 and 006-2010000063, located at No. 3 Intsia Road, Forbes Park, Makati City, and hereinafter referred to as the Intsia property] of the Registry of Deeds, same city. Thus, on March 21, 2001, the sheriff served a Notice of Levy on [the Cambridge property].[14] **An auction sale was held on July 26, 2001 wherein Yau was declared the highest bidder, with a bid of P11,443,219.64 for the [Cambridge property]. On August 6, 2001, the sheriff issued the corresponding Certificate of Sale.**[15]

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10 *Macapagal v. CA*, supra note 4 at 213.
11 Id. at 217, *Macapagal v. Court of Appeals*, 358 Phil. 64, 67 (1998).
12 *Yau v. Silverio, Sr.*, supra note 4 at 503.
13 Id. at 500. Citations omitted.
14 *Rollo*, pp. 158-160.
15 Id. at 165-166.

> On December 7, 2001, Silverio [Sr.] filed with the trial court an omnibus motion[16] praying that the levy on execution, the notice of auction sale and the certificate of sale be declared void. He contends that the writ of execution has become functus of[f]icio since more than five (5) years have elapsed from the finality of the judgment sought to be executed.[17]

On the same date, Silverio Sr. also filed, through another counsel, a petition for mandamus before the Court of Appeals (CA), seeking to set aside the levy and sale on the same grounds raised in the omnibus motion. The petition was docketed as CA-G.R. SP No. 67801.[18]

Meanwhile, on July 11, 2002, this Court rendered a decision in the consolidated cases involving the levy and sale of Silverio Sr.'s golf club share (G.R. Nos. 126731 & 128623), ruling that such levy and sale in favor of Esteban Yau (Yau) cannot be given effect because said share has already been placed in the legal custody of another trial court pursuant to another case where Silverio Sr. is also a defendant.[19]

Going back to the levy and sale of the Makati properties, the CA dismissed Silverio Sr.'s petition in CA-G.R. SP No. 67801 through a decision dated September 14, 2004. Such dismissal was affirmed by this Court in two resolutions dated May 25 and July 27, 2005.[20] Thereafter, the proceedings in the trial court continued, thus:

> The trial court, in its Order of March 20, 2002, denied the omnibus motion.[21] The trial court also denied [Silverio Sr.'s] motion for reconsideration in an Order dated June 21, 2002.
>
> Undaunted, Silverio [Sr.] filed with the [CA] (Twelfth Division) a petition for certiorari, docketed as CA-G.R. SP No. 72202, challenging the said Orders of the trial court. On April 15, 2003, the appellate court rendered its Decision granting the petition, thus:
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> > WHEREFORE, premises considered, the petition is GRANTED, and the assailed Orders of public respondent judge are REVERSED and SET ASIDE. The levy by respondent sheriff upon TCT No. (-147129)-137156, TCT No. (-436750)137155, and TCT No. (-337033-)137154, as well as the subsequent auction sale and transfer of the property covered by TCT No. (436750) 137155 [the Cambridge property], are declared NULL and VOID. All annotations upon the titles to aforesaid properties pursuant

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16 Id. at 91-107.

17 *Yau v. Silverio, Sr.*, supra note 4 at 500. Original citations omitted; new footnotes, emphasis, and underlining supplied.

18 *Rollo*, p. 15.

19 *Yau v. The Manila Banking Corporation*, supra note 4 at 712.

20 *Rollo*, p. 82, RTC Order dated December 16, 2011.

21 Id. at 109-116.

> to the levy are ordered cancelled. Costs against private respondent.
>
> SO ORDERED.

Yau's motion for reconsideration was denied by the appellate court in its Resolution dated June 20, 2003.

Hence, Yau [filed a] petition for review on certiorari, docketed as G.R. No. 158848.[22]

Meanwhile, in the intestate proceeding for Beatriz S. Silverio's estate,

[t]he intestate court in its Omnibus Order dated 31 October 2006, ordered among others, the sale of certain properties belonging to [Beatriz'] estate, [thus]:

> "WHEREFORE, above premises considered, this Court for the foregoing reasons resolves to grant the following:
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> x x x x
>
> (3) Allowing the sale of the properties located at (1) No. 82 Cambridge Circle, Forbes Park, Makati City, covered by T.C.T. No. 137155 issued by Register of Deeds of Makati City; (2) No. 3 Intsia Road, Forbes Park, Makati City covered by T.C.T. No. 4137154 issued by the Register of Deeds of Makati City; and (3) No. 19 Taurus St., Bel-Air Subd. Makati City covered by TCT No. 137156 issued by the Register of Deeds of Makati City to partially settle the intestate estate of the late Beatriz S. Silverio, and authorizing the Administrator to undertake the proper procedure or transferring the titles involved to the name of the estate; and
>
> (4) To apply the proceeds of the sale mentioned in Number 3 above to the payment of taxes, interests, penalties and other charges, if any, and to distribute the residue among the heirs Ricardo C. Silverio, Sr., Ricardo S. Silverio, Jr., Ligaya S. Silverio represented by Legal Guardian Nestor S. Dela Merced II, Edmundo S. Silverio and Nelia S. Silverio-Dee in accordance with the law on intestacy.
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> SO ORDERED."

By virtue of the aforesaid Order, [Silverio Jr.] on 16 October 2007 executed a Deed of Absolute Sale in favor of CITRINE HOLDINGS, Inc. ("CITRINE") over the [Intsia] property. CITRINE became the registered owner thereof on 06 September 2010 as evidenced by TCT No. 006-201000063.[23]

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22 *Yau v. Silverio, Sr.*, supra note 4 at 501. Citations supplied; original citations omitted.

23 *Silverio, Sr. v. Silverio, Jr.*, supra note 6 at 382-383.

Also by virtue of the aforesaid Order of the intestate court, Silverio Jr. likewise sold the Cambridge property to Stardust Holdings Corporation, pursuant to a deed of sale dated October 10, 2007.[24]

Going back to Civil Case No. CEB-2058, on February 4, 2008, this Court granted Yau's petition in G.R. No. 158848, holding that the execution as against Silverio can still proceed despite the lapse of the five-year reglementary period for execution, because the running of the period was suspended during the pendency of the recourse filed by Macapagal and Silverio Sr. against the original 1991 trial court decision and writ of execution, which went up to this Court as G.R. No. 110610 and G.R. No. 113851.[25] The decision in G.R. No. 158848 was affirmed by this Court in resolutions dated July 1 and November 18, 2009.[26]

On July 13, 2010, the trial court, presided by Judge Veloso, issued an order regarding two pending incidents: 1) Yau's motion for the issuance of a final deed of sale over the Cambridge property and an accounting of the rental income thereof, and 2) Silverio Sr.'s manifestation and alternative motion arguing that the execution proceedings against the three properties levied during the 2001 auction sale should be treated as an incident of the pending intestate proceedings of his deceased wife, Beatriz S. Silverio (Beatriz). We quote pertinent parts of the ruling and the dispositive portion of the order:

> Record of this case will show that as early as January 15, 2010, the court received a copy of the Resolution of the Special First Division of the Supreme Court dated November 18, 2009 in G.R. No. 158848 (Esteban Yau vs. Ricardo [C]. Silverio, Sr.) and G.R. No. 171994 (Arturo Macapagal vs. Hon. Ireneo Lee Gako, Jr. et al.) stating, *inter alia*, that it was denying the motion of the herein defendant Silverio for leave to file and admit a second motion for reconsideration and ordering that an entry of judgment be made in due course. Furthermore, the court received on February 3, 2010 an Entry of Judgment relative to G.R. No. 158848. There is therefore no more hindrance to continue the further implementation of the writ of execution earlier issued.
>
> As to the defendant's Alternative Motion for Consolidation or Transfer of Case to Estate Court, the court finds no legal basis to grant the same. In *Sps. Yu, et al. v. Basilio G. Magno Construction and Development Enterprises, Inc., et al.*, G.R. Nos. 138701-02, October 17, 2006, the Supreme Court held as follows:
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> x x x x
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> Consolidation will not lie in cases pending before different jurisdictions; hence, the defendant's motion cannot be given due course. Moreover, the

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24 *Rollo*, pp. 218-219.

25 *Yau v. Silverio, Sr.*, supra note 4 at 503.

26 *Rollo*, pp. 17, 118, 121.

implementation of the writ of execution has been delayed for too long and the defendant's motion, granting that it is feasible, would only contribute to further delays.

WHEREFORE, the court hereby grants the plaintiff's Manifestation and Motion and the Supplemental Manifestation and Motion. The court Sheriff is ordered to execute in favor of the plaintiff Esteban Yau the Final Deed of Sale of the property covered by the Certificate of Sale dated August 6, 2001. The defendant Ricardo Silverio, Sr. is given within fifteen (15) days from receipt hereof to account for the rentals and other income derived from the house and lot located at No. 82 Cambridge Circle, Forbes Park, Makati City, from March 12, 2001 up to the present time, and to turn over to the plaintiff Esteban Yau the rentals and other income corresponding to his share of the said property.

The plaintiff's Supplement to the Manifestation and Motion stating that TCT No. (436750) 137155 was cancelled and in lieu thereof TCT No. 223611 was issued in the names of defendant Ricardo Silverio Sr. and the Intestate Estate of the Late Beatriz S. Silverio and that the Certificate of Sale dated August 6, 2001 is likewise annotated in TCT No. 2236111, is duly noted.

The defendant Silverio's Manifestation and Alternative Motion for Consolidation or Transfer of Case to Estate Court is hereby denied.

Furnish copies of this order to all counsels.

SO ORDERED.

Cebu City, July 13, 2010.

[signed]
ESTER M. VELOSO
Presiding Judge[27]

Silverio Sr. filed a motion for reconsideration of the said order.

On July 19, 2010, Yau moved that the Embassy of the Republic of Türkiye,[28] which was then leasing the Cambridge property, be requested to pay and/or remit to him all unpaid rentals due from March 2001. The motion was premised on the fact that Silverio Sr.'s interest in the Cambridge property

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27 Id. at 121-123.

28 "Following an official letter submitted to the United Nations by the Republic of Türkiye, the country's name has been officially changed to Türkiye at the UN. UN spokesman Stephane Dujarric said that a letter had been received on June 1 from the Turkish Foreign Minister Mevlüt Cavuşoğlu addressed to Secretary-General Antonio Guterres, requesting the use of "Türkiye" instead of "Turkey" for all affairs. The spokesman said the country name change became effective from the moment the letter was received." *Turkey's name changed to Türkiye*, UNITED NATIONS IN TÜRKIYE WEBSITE (June 3, 2022), at https://turkiye.un.org/en/184798-turkeys-name-changed-turkiye. Archive link at https://web.archive.org/web/20220831014536/https://turkiye.un.org/en/184798-turkeys-name-changed-turkiye.

had already been levied upon and sold to Yau as the highest bidder in the 2001 auction sale.[29] Silverio Sr. opposed the motion.[30]

On August 19, 2010, the sheriff issued a Notice of Lifting Levy directing the release and cancellation of the levy over the Intsia and Bel-Air properties. The full text of the Notice reads:

> WHEREAS, on March 01, 2001, Special Sheriff RUBEN S. NEQUINTO of Branch 145, RTC-Makati City made and issued a Notice of Levy on Execution on all the rights, participation, claim, shares, and interests which defendant Ricardo C. Silverio Sr. has in three (3) parcels of land located in Makati City by virtue of the Writ of Execution dated September 17, 1992 on the following TCT's No. (436750)137155; 137154 (old) 223610 (new) and 137156 (old) 223612 (new).
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> WHEREAS, on August 05, 2011, Special Sheriff RUBEN S. NEQUINTO executed and issued a Certificate of Sale on TCT No.137155 and CERTIFIED that the judgment debt of P11,443,219.64 has [been] SATISFIED IN FULL.
>
> IN VIEW HEREOF, The Register of Deeds of Makati City is hereby directed and ordered to RELEASE AND CANCEL the Notice of Levy on Execution mentioned above.
>
> HENCEFORTH, this NOTICE OF LIFTING LEVY is hereby served upon.
>
> NOW THEREFORE, please RELEASE AND CANCEL the Notice of Levy on Execution on the following TCT's 137154 (old) 223610 (new) and 137156 (old) 223612 (new) accordingly.
>
> [signed]
> RAMON C. SUPERALES, JR.
> Sheriff IV
> REGIONAL TRIAL COURT
> Branch 6, Cebu City
>
> NOTED BY:
> [signed]
> HON. ESTER M. VELOSO
> Presiding Judge[31]

Through a Deed of Sale, Silverio Jr. sold Beatriz's estate's share in the Cambridge property to a certain Monica F. Ocampo (Ocampo) for ₱187,200,000.00. The aforementioned Deed of Sale was notarized on October

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29 Id. at 67.
30 Id.
31 Id. at 124.

8, 2010.[32] Silverio Jr. claimed that said sale had been approved by the intestate court.[33]

Silverio Jr., claiming capacity as administrator of and "*[h]eir representing interests in the intestate estate of Beatriz S. Silverio*,"[34] filed a Motion to Discharge Levy and Cancel Certificate of Sale dated September 20, 2010, (hereinafter referred to as the Motion to Discharge), on the following grounds: 1) the levy upon the Makati properties—the Cambridge property included—was made in excess of the sheriff's authority, as it was not registered in Silverio Sr.'s name at the time of the levy; 2) the levying sheriff misrepresented in the Notice of Levy that the registered owners of the Cambridge property were ordered by final judgment to convey the property to Silverio Sr. and Beatriz's estate; 3) the levying sheriff arrogated unto himself a discretionary judicial function when he concluded in his Notice of Levy that the Cambridge property is the property of Silverio Sr. that can be levied upon; 4) the necessity of the levy has been rendered doubtful by the 1992 levy and sale of Silverio Sr.'s share in the Manila Golf and Country Club, and by the deletion of the award of lost income to Yau in the amount of ₱10,397,494.03, pursuant to the October 2000 CA Decision; 5) the Cambridge property is part of Beatriz's estate, which is the subject of an intestate proceeding before the RTC of Makati; and 6) assuming that the Cambridge property did belong to Silverio Sr. and Beatriz's estate at the time of the levy, the levying sheriff should have first resorted to properties exclusively pertaining to Silverio Sr., and not to properties like the Cambridge property, which he co-owned with a non-party to the present case.[35]

In an Affidavit attached to the Motion to Discharge, Silverio Jr. claimed *inter alia* that: 1) the intestate court appointed him administrator of Beatriz's estate pursuant to an Omnibus Order dated October 30, 2006; 2) as of September 20, 2010, he has lawfully assumed the aforementioned office, and the intestate court has not issued a final order reversing his appointment; and 3) the intestate court has declared the Cambridge property to be part of Beatriz's estate.[36]

Yau opposed the motion, countering that: 1) Silverio Jr. has no personality to question the execution proceedings, being a non-party to the original case; 2) the levy and sale of the Cambridge property, which pertain strictly to Silverio Sr.'s share therein, did not infringe on the rights of Beatriz's estate; 3) although Silverio Sr. was not the registered owner of the Cambridge property at the time of the levy and sale, he had ownership rights in said

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32 Id. at 85, 292, 305. See also *Silverio. Sr. v. Silverio, Jr. et al.*, supra note 6.
33 Id. at 227.
34 Id. at 126.
35 Id. at 20, 128-132.
36 Id. at 136-137.

property which were later fully realized upon the issuance of a transfer certificate of title in his and his deceased wife's estate's names; 4) the reduction of the total award pursuant to the October 2000 CA Decision cannot benefit Silverio Sr., since said case was decided solely upon the appeal of Philfinance and Pablo Carlos, Jr.;[37] 5) Silverio Jr.'s Motion to Discharge is in effect a third-party claim which must comply with the Rules of Court; 6) the Supreme Court has already held that the original judgment was not fully satisfied and that the trial court must continue implementing the execution writ; 7) the present administrator of Beatriz's estate is Silverio ***Sr.***, and not Silverio Jr.; 8) a co-owner of a property held *pro indiviso* enjoys rights over the whole property; and 9) Silverio Jr. cannot claim that the levy on the Cambridge property prejudiced the rights of Beatriz's estate as he has already sold the estate's share in said property as early as 2007.[38]

On November 25, 2010, Judge Veloso issued the first assailed order (hereinafter referred to as the November 2010 Order) granting Silverio Jr.'s Motion to Discharge.[39] Judge Veloso ruled that Silverio Jr., as the representative of a third party whose property had been erroneously levied upon, had the right to invoke the court's plenary powers over the execution proceedings.[40] On the effect of the October 2000 CA Decision, Judge Veloso ruled that "*[i]f the court [were] to subscribe to [Yau]'s theory, this would give rise to the absurd situation of a joint and solidary obligation payable by several defendants, at different amounts, depending on who successfully appealed the case. Naturally, the plaintiff would execute on the bigger money judgment applicable to a particular defendant. [Thus, Yau]'s argument has no basis in fact and in law.*"[41] Given the reduction of the judgment award to ₱1,600,000.00 plus interest and damages, the previous garnishment in December 1992 of defendants' bank deposits, and the levy and sale of Silverio Sr.'s golf club share for ₱2,000,000.00, it was erroneous for the levying sheriff to levy upon and sell the Cambridge property for the equivalent of the already deleted award of lost income to Yau. The levying sheriff should have first determined whether the judgment had already been fully satisfied given the reduction of the judgment award.[42] Finally, Judge Veloso sustained Silverio Jr.'s argument that the sheriff overstepped his ministerial duties when he levied upon the Cambridge property without proper proof of Silverio Sr.'s ownership thereof.[43] Accordingly, Judge Veloso set aside the July 13, 2010 Order and nullified the levy over the three Makati properties, as well as the auction sale of the Cambridge property.[44]

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37 Id. at 152-156.
38 Id. at 54-55.
39 Id. at 64-65.
40 Id. at 57-59.
41 Id. at 61.
42 Id. at 61-63.
43 Id. at 63-64.
44 Id. at 64-65.

On November 30, 2010, the branch clerk of court directed the court sheriff to serve copies of the November 2010 Order to all parties, including the Register of Deeds of Makati City.[45] Yau claims that upon receipt of the November 2010 Order, the Register of Deeds of Makati City immediately cancelled the annotation of the levy on the Makati properties without a certificate of finality from the trial court,[46] paving the way for the issuance of a new certificate of title in favor of Ocampo, pursuant to the October 8, 2010 Deed of Sale executed by Silverio Jr.[47]

On December 6, 2010, Judge Veloso issued the second assailed Omnibus Order (hereinafter referred to as the December 2010 Omnibus Order) disposing of certain motions filed by both parties, including Yau's July 19, 2010 motion for accounting, Silverio Sr.'s opposition thereto, and Silverio Sr.'s motion for reconsideration from the already reversed July 13, 2010 Order. Judge Veloso held that the issues raised in the pending motions have already been resolved in the November 2010 Order. She further directed the court sheriff to 1) submit a report on the full satisfaction of the original judgment, taking into account the December 1992 garnishments and the sale of Silverio's golf club share; and 2) continue implementing the execution writ, if the judgment has not yet been fully satisfied, "in compliance with the decision of the Supreme Court."[48]

On January 5, 2011, Yau filed a motion for reconsideration of the November 2010 Order and December 2010 Omnibus Order.[49]

On February 1, 2011, Ocampo's certificate of title over the Cambridge property was canceled, and a new one issued in favor of ZEE2 Resources, Inc., after the former sold the property to the latter for ₱200,000,000.00.[50]

On May 9, 2011, Silverio Sr. filed a Manifestation[51] stating that Silverio Jr. is not the administrator of Beatriz's estate; and that the intestate court has already issued a writ of preliminary injunction against any dealing or disposition of the estate's assets by Silverio Jr., among others.[52]

On December 5, 2011, Yau filed a supplement to his motion for reconsideration to notify the trial court that the sale of the Cambridge property

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45 Id. at 23.
46 Id.
47 Id. at 23-24.
48 Id. at 71-72.
49 Id. at 225-250.
50 Id. at 301, 305.
51 Id. at 263.
52 Id. at 263-265.

by Silverio Jr. to Ocampo has been nullified by the intestate court through an Order dated August 18, 2011.[53]

On December 16, 2011, Judge Veloso rendered the third assailed order (hereinafter referred to as the December 2011 Order)[54] denying Yau's January 5, 2011 motion for reconsideration, for lack of "*any cogent reason to reconsider [the November 2010 Order and December 2010 Omnibus Order],*"[55] noting that "*[t]he material issues have been extensively discussed Orders and the plaintiff's motion is anchored on the same grounds already taken up in the questioned orders.*"[56]

In the present petition, Yau argues that Judge Veloso committed grave abuse of discretion in issuing the three assailed orders. Preliminarily, Yau justifies direct resort to this court on the following grounds: 1) the assailed orders were issued arbitrarily and capriciously, in violation of this Court's rulings in G.R. Nos. 166624 and 158848; 2) he has no plain, speedy and adequate remedy in another forum, since any resort to the CA would still be subject to review by this Court; 3) unless the levy on the Makati properties and the sale of the Cambridge property are reinstated, the original judgment award cannot be fully satisfied, causing irreparable damage to him.[57]

On the merits, Yau reiterates his stance that the validity of the levy on the Makati properties and the consequent sale of the Cambridge property have been settled with finality by this Court's rulings in G.R. No. 166624 and G.R. No. 158848. Thus, Judge Veloso had no other duty but to comply with the aforementioned rulings. Yau ascribes grave abuse of discretion on Judge Veloso's part when she upheld Silverio Jr.'s contentions that: 1) the levied Makati properties did not belong to Silverio Sr. Yau adverts to the March 20, 2002 Order issued by the previous presiding judge, Hon. Anacleto L. Caminade, which upheld the effectivity and validity of the levy upon a finding that Silverio Sr. owned, in full or in part, "certain rights, interests and participations in and over the properties."[58] Yau further argues that Judge Veloso acted arbitrarily when she allowed the lifting of the levy and the cancellation of the sale to proceed without notice to him, resulting in the sale of the Cambridge property by Silverio Jr. and the issuance of a new certificate of title thereover even before Yau can file a motion for reconsideration.[59] Yau also argues that the levy and sale only extends to Silverio Sr.'s share in the Makati properties, and therefore cannot affect any interest held by Silverio Jr.

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53 Id. at 298-306.
54 Id. at 73-90.
55 Id. at 89.
56 Id. at 89-90.
57 Id. at 28-33.
58 Id. at 34-38.
59 Id. at 38-40.

as heir or administrator of Beatriz's estate.[60] Finally, Yau asseverates that Silverio Jr. has lost any and all standing to intervene in the execution since the intestate court has already: 1) cancelled the sale he made in favor of Ocampo; and 2) declared his father, Silverio Sr., administrator of Beatriz's estate.[61]

In his Comment,[62] Silverio Sr. argues that the ruling in G.R. No. 158848 (*Yau v. Silverio, Sr.*) is not controlling as regards the validity of the levy and sale. He asseverates that the validity of the levy and sale was not passed upon in said case; rather, the issue therein was the enforceability of the original judgment as against him even after the lapse of the five-year period for execution by motion. On the contrary, the assailed orders directly pass upon the validity of the levy and sale.[63] Finally, he echoes Silverio Jr.'s argument on the effect of the reduction of the original judgment award pursuant to the October 2000 CA Decision.[64]

Silverio Jr. filed a separate Comment,[65] where he echoes the findings and conclusions of the assailed orders, arguing essentially that: 1) the levy on the Makati properties amounts to overlevy and unjust enrichment, and was made in violation of the provisions of the Rules of Court on execution;[66] 2) Yau's petition for certiorari is an improper remedy and a violation of the hierarchy of courts;[67] and 3) at the time of the issuance of the assailed orders, Silverio Jr. had authority to encumber the Cambridge property, as no final order reversing his designation as administrator or enjoining the sale has been issued.[68]

In his Consolidated Reply,[69] Yau further avers that: 1) the peculiar circumstances of the case warrant direct resort to this Court;[70] and 2) the original judgment award has not been fully satisfied despite the garnishment of bank deposits and the sale of Silverio Sr.'s golf club share, because said share was subject to an attachment secured by another creditor of Silverio Sr., and was therefore not registrable in Yau's name.[71]

On August 14, 2018, Atty. Fernando R. Arguelles, Jr. acting as collaborating counsel for Yau, filed a Manifestation and Motion for Substitution stating that: 1) Yau and Silverio Sr. passed away on July 18, 2018

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60 Id. at 40-43.
61 Id. at 43-45.
62 Id. at 336-340.
63 Id. at 338.
64 Id. at 338-340.
65 Id. at 346-369.
66 Id. at 351-359, 365-366.
67 Id. at 361-366.
68 Id. at 366-368.
69 Id. at 378-393.
70 Id. at 380-383.
71 Id. at 383-386.

and December 11, 2016, respectively; and 2) the proceedings for the settlement of Silverio Sr.'s intestate estate are now pending before Branch 82 of the Regional Trial Court of Malolos City, Bulacan.[72] Acting on the prayer in said Manifestation and Motion for Substitution, this Court, on July 6, 2020, ordered Yau's substitution by his heirs Gloricita S. Yau, Lullete S. Yau, Cliffson S. Yau, and Steveson S. Yau.[73]

The Issues

The parties' arguments boil down to the following issues:

1) Whether Yau's direct invocation of this Court's *certiorari* jurisdiction is justified;

2) Whether Silverio Jr. has standing to question the levy and sale of the Makati properties;

3) Whether the reduction of the judgment award pursuant to the October 2000 CA Decision benefits Silverio Sr.;

4) Whether the judgment award has already been satisfied as against Silverio Sr.;

5) Whether Silverio Sr. had a leviable interest in the Makati properties at the time they were levied upon; and

6) Whether the levy and sale can still be given effect even after Silverio Sr.'s alleged demise.

The Court's Ruling

I. Direct invocation of the Supreme Court's certiorari jurisdiction is justified

Neither Silverio *père* nor Silverio *fils* dispute the propriety of certiorari as a remedy against the herein assailed orders. Nevertheless, we find that Judge Veloso's orders, which all direct the sheriff to continue the execution

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72 Id. at 428-431.

73 Id. at 447-448.

of Civil Case No. CEB-2058, are in the nature of interlocutory[74] execution orders which can only be assailed through a petition for certiorari, upon an allegation of grave abuse of discretion amounting to lack or excess of jurisdiction.[75] In the interest of providing definitive, expeditious, and just relief to the parties, we excuse Yau's violation of the doctrine of hierarchy of courts[76] in view of the following indisputable facts: 1) Civil Case No. CEB-2058 has been pending since 1984; 2) the execution of the judgment therein has been pending since 1991; and 3) incidents in the execution of the judgment have already reached this Court three times. In *Dy v. Judge Bibat-Palamos, et al.*,[77] this Court entertained a similar petition for certiorari directed against an order of execution, for the following reasons:

> Under the principle of hierarchy of courts, direct recourse to this Court is improper because the Supreme Court is a court of last resort and must remain to be so in order for it to satisfactorily perform its constitutional functions, thereby allowing it to devote its time and attention to matters within its exclusive jurisdiction and preventing the overcrowding of its docket. Nonetheless, the invocation of this Court's original jurisdiction to issue writs of certiorari has been allowed in certain instances on the ground of special and important reasons clearly stated in the petition, such as, (1) when dictated by the public welfare and the advancement of public policy; (2) when demanded by the broader interest of justice; (3) when the challenged orders were patent nullities; or (4) when analogous exceptional and compelling circumstances called for and justified the immediate and direct handling of the case.
>
> This case falls under one of the exceptions to the principle of hierarchy of courts. Justice demands that this Court take cognizance of this case to put an end to the controversy and resolve the matter which has been dragging on for more than twenty (20) years. Moreover, in light of the fact that what is involved is a final judgment promulgated by this Court, it is but proper for petitioner to call upon its original jurisdiction and seek final clarification.[78]

Similarly, in order to hasten the definitive conclusion of the almost forty-year-old proceeding in Civil Case No. CEB-2058, which has been

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74 An interlocutory order is an order which resolves or involves incidental matters and leaves something more to be done to resolve the merits of the case, *i.e.*, an order which does not finally dispose of the case or the court's task of adjudicating the parties' contentions, rights, and liabilities. *Chairperson Herbosa, et al. v. CJH Dev't. Corp., et al.*, 801 Phil. 110, 121 (2016); *Manungas v. Loreto, et al.*, 671 Phil. 495, 505 (2011); *Land Bank of the Phil. v. Listana, Sr.*, 455 Phil. 750, 757 (2003); *Dais v. Garduño and Altavas*, 49 Phil. 165, 168-169 (1926).

75 RULES OF COURT, Rule 41, Section 1(e); *Rizal Commercial Banking Corp. v. F. Franco Transport, Inc.*, 843 Phil. 556, 567 (2018); *Baclaran Mktg. Corp. v. Nieva, et al.*, 809 Phil. 92, 101 (2017); *Pahila-Garrido v. Tortogo, et al.*, 671 Phil. 320, 337 (2011); *Guiang v. Co*, 479 Phil. 473, 482 (2004); *Land Bank of the Phil. v. Listana, Sr.*, Supra at 756; *Salcedo-Ortanez v. Court of Appeals*, 305 Phil. 118, 121 (1994); *Mendoza v. Parungao*, 49 Phil. 271, 275 (1926).

76 *Gios-Samar, Inc. v. Department of Transportation and Communications*, G.R. No. 217158, March 12, 2019; *Cuñada v. Judge Drilon*, 476 Phil. 725, 729 (2004); but see *Aala v. Uy*, 803 Phil. 36 (2017), citing *The Diocese of Bacolod, et al. v. COMELEC, et al.*, 751 Phil. 301, 388 (2015).

77 717 Phil. 776 (2013).

78 Id. at 782-783. Citations omitted.

elevated to this Court four times, and has since become entangled in the estate proceedings of the spouses Silverio, we now allow Yau's direct invocation of our *certiorari* jurisdiction.

II. Silverio Jr.'s standing to question the levy and sale of the Makati properties

While we concede that a non-party to a case may be given standing to invoke the trial court's supervisory powers over execution proceedings in order to correct errors therein, such as erroneous levies of property of doubtful ownership or belonging to non-parties,[79] we nevertheless find that, given the attendant factual circumstances, Silverio Jr. had no right to intervene in the present execution proceeding, for the following reasons:

1) While Silverio Jr. derives his standing to intervene from his alleged appointment as administrator of Beatriz's estate, the record shows that he had already disposed of the estate's interest in the Intsia and Cambridge properties prior to the rendition of the November 2010 Order. In *Silverio, Sr. v. Silverio Jr., et al.*,[80] which involved an episode in the continuing dispute over the administration of Beatriz's estate, it was proven that

> SILVERIO, JR. on 16 October 2007 executed a Deed of Absolute Sale in favor of CITRINE HOLDINGS, Inc. ("CITRINE") over the property located at No. 3 Intsia Road, Forbes Park, Makati City. CITRINE became the registered owner thereof on 06 September 2010 as evidenced by TCT No. 006-201000063.
>
> A Deed of Absolute Sale was likewise executed in favor of Monica P. Ocampo (notarized on September 16, 2010) for the lot located at No. 82 Cambridge Circle, Forbes Park, Makati City. On 23 December 2010, TCT No. 006-2011000050 was issued to Monica P. Ocampo. The latter subsequently sold said property to ZEE2 Resources, Inc. (ZEE2) and TCT No. 006-2011000190 was issued on 11 February 2011 under its name.[81]

With respect to the Cambridge property, it appears that Silverio Jr. had already sold the property twice: first to Stardust Holdings Corp. on October 20, 2007, and then to Ocampo sometime between September and October 2010. Apart from the aforequoted factual finding of this Court, there are two other court documents on record stating that the sale to Ocampo was executed

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79 *Manalo v. Herarc Realty Corp.*, G.R. No. 237826, June 28, 2021; *Power Sector Assets and Liabilities Management Corporation (PSALM) v. Maunlad Homes, Inc.*, 805 Phil. 544, 555 (2017); *Imani v. Metropolitan Bank & Trust Company*, 649 Phil. 647, 658 (2010); *Spouses Sy v. Hon. Discaya*, 260 Phil. 401, 408 (1990); *Mariano v. Court of Appeals*, 255 Phil. 766, 773 (1989); *Ong v. Tating*, 233 Phil. 261, 276 (1987).

80 Supra note 6.

81 Id. at 383.

on September 16, 2010: 1) Yau's Counter-Manifestation with Supplemental Motion dated June 22, 2011, wherein he claims that the deed of sale in favor of Ocampo was ***notarized*** on September 16, 2010;[82] and 2) an order issued by the intestate court on August 18, 2011, which states that "*insofar as the Cambridge property is concerned, Silverio, Jr., again representing himself as Administrator, executed a Deed of Sale dated September 16, 2010 covering the Cambridge property in favor of Monica Ocampo.*"[83]

The deed of sale, as it appears in the *rollo* of this case,[84] has fields for the inscription of the date and place of execution, but these were ***left blank***.[85] The acknowledgment thereon shows that the deed was notarized on October 8, 2010,[86] a mere twenty-two (22) days after September 16, 2010, and eighteen (18) days removed from the date of Silverio Jr.'s Motion to Discharge. Taking all these circumstances together, we find that the sale of the Cambridge property to Ocampo was perfected on September 16, 2010, and consummated on October 8, 2010, upon the notarization of the deed of sale. A contract of sale is perfected upon the meeting of the parties' minds upon the object of the contract and price therefor;[87] but the contract is consummated only upon delivery of the thing sold.[88] "*[W]hen the sale is made through a public instrument, the execution thereof is equivalent to the delivery of the thing which is the object of the contract, unless the contrary appears or can be inferred. x x x As between the seller and the buyer, the transfer of ownership takes effect upon the execution of a public instrument covering the real property.*"[89] Thus, by the time Judge Veloso issued the assailed November 2010 order, the estate had already lost its interest in the Cambridge property, by virtue of the two sales executed by Silverio Jr. himself, acting in the very same capacity from which he claims standing to intervene in the present case, purportedly to protect the estate's share in the very same property that he had already disposed of ***twice***.

2) As Yau correctly points out, the assailed levy and sale pertain only to Silverio Sr.'s interest or share in the Makati properties.[90] As shall be discussed below, the assailed levy and sale are premised on the sheriff's finding that the Makati properties are part of the conjugal property of Beatriz

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82 *Rollo*, p. 274.
83 Id. at 304-305.
84 Document captioned "Deed of Absolute Sale", id. at 220-223.
85 Id. at 220.
86 Id. at 222.
87 *Seming v. Alamag*, G.R. No. 202284, March 17, 2021; *Selerio v. Bancasan*, G.R. No. 222442, June 23, 2020; *Desiderio Dalisay Investments, Inc. v. Social Security System*, 829 Phil. 341, 363 (2018); *Kabisig Real Wealth Dev., Inc., et al. v. Young Builders Corporation*, 804 Phil. 389, 402 (2017).
88 *Heirs of Mascuñana v. Court of Appeals*, 499 Phil. 793, 809 (2005); *Macion v. Judge Guiani*, 296-A Phil. 73, 79-80 (1993).
89 *Heirs of Mascuñana v. Court of Appeals*, id. at 808.
90 *Rollo*, p. 41.

and Silverio Sr. Thus, the sheriff expressly limited the levy to Silverio Sr.'s share therein, without affecting Beatriz's share.[91]

At any rate, assuming for the nonce that Silverio Jr. still has standing to intervene in the present proceeding, we further find that his arguments against the annulment of the levy and sale of the Makati properties have no merit, and that Judge Veloso gravely erred in upholding them.

III. Effect of the reduction of the judgment award on Silverio Sr.'s liability

The assailed orders are all premised on the finding that the deletion of the award for lost income from the original judgment pursuant to the October 2000 CA Decision benefits Silverio Sr. even if the appeal which resulted in the said decision was taken only by two defendants in Civil Case No. CEB-2058, namely Philfinance and Carlos. Since the judgment award has been reduced to a sum of around 1.6 million pesos, which reduction inures to Silverio Sr.'s benefit, the levy and sale of the million-peso Makati properties had been rendered doubtful.

As a general rule, a judgment becomes final as against a party who does not appeal therefrom or whose appeal is denied with finality.[92] Thus, the effect of a reversal of a judgment on appeal as against non-appealing parties is that

> the reversal of the judgment on appeal is binding only on the parties in the appealed case and does not affect or inure to the benefit of those who did not join or were not made parties to the appeal. An exception to the rule exists, however, where a judgment cannot be reversed as to the party appealing without affecting the rights of his co-debtor, or where the rights and liabilities of the parties appealing are so interwoven and dependent on each other as to be inseparable, in which case a reversal as to one operates as a reversal as to all. This exception, which is based on the communality of interest of said parties is recognized in this jurisdiction.[93]

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91 The notice of levy states in part: "x x x levy is hereby made upon all the rights, participation, claim, shares and interests which defendant Ricardo C. Silverio, Sr. has in the three (3) parcels of land located in Makati City x x x"

92 *Javines v. Xlibris, et al.*, 810 Phil. 872, 879 (2017), citing *WT Construction, Inc. v. Province of Cebu*, 769 Phil. 848, 859 (2015) and *Singh v. Liberty Insurance Corp.*, 118 Phil. 532, 535 (1963); *Fil-Estate Properties, Inc. v. Reyes*, G.R. Nos. 152797, 189315 & 200684, September 18, 2019.

93 *Tropical Homes, Inc. v. Fortun*, 251 Phil. 83, 93 (1989), citations omitted; *Dadizon, et al. v. Bernadas, et al.*, 606 Phil. 687, 694 (2009). See also *Bigg's, Inc. v. Boncacas*, G.R. Nos. 200487 & 200636, March 6, 2019; *Atienza v. Saluta*, G.R. No. 233413, June 17, 2019; see *Luzon Metal and Plumbing Works Co., Inc. v. The Manila Underwriters Insurance Co. Inc.*, 139 Phil. 826 (1969); and *Unsay v. Judge Muñoz Palma*, 121 Phil. 932 (1965).

The applicability of the exception involves mixed questions of fact and law, depending on the circumstances of a particular case.[94] Thus, we have held that a successful appeal by one defendant benefits the other non-appealing defendants if it can be shown that "*the judgment can only be sustained upon the liability of the one who appeals and the liability of the other co-judgment debtors depends solely upon the question whether or not the appellant is liable.*"[95]

Civil Case No. CEB-2058 is an action for sum of money and damages, filed by Yau against Philfinance and its directors, based on the following allegations: 1) Yau purchased from Philfinance a promissory note purporting to have been issued by the Philippine Shares Corporation, Philfinance undertaking to return to him on March 24, 1981, his investment in the amount of ₱1,600,000.00, plus earnings in the total amount of ₱29,866.67; 2) Philfinance issued three checks, all maturing on March 24, 1981, for ₱1,600,000.00, ₱24,177.78 and ₱5,688.89, but, when the checks matured and they were deposited in the bank, they were dishonored for insufficiency of funds; and 3) when Yau inquired from the Philippine Shares Corporation, the company denied that it had issued the promissory note in question.[96] As already mentioned, the Cebu City RTC held Silverio and the other directors ***jointly and severally*** liable with Philfinance for the value of the promissory note, lost income therefrom, and damages, plus interest. While the *rollo* of the present petition does not include a copy of the October 2000 CA Decision, such decision is nevertheless referenced in the previous incidents in Civil Case No. CEB-2058 which have reached this Court. In *Yau v. Silverio, Sr.* (G.R.

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94 *Municipality of Orion v. Concha*, 50 Phil. 679, 684 (1927).

95 Id. at 684. In the following instances, non-appealing parties were held to benefit from the appeal taken by another party: appeal by the surety benefits the principal debtor, since the latter's liability arises from the former's, *Gov't. of the Republic of the Phil. v. Tizon, et al.*, 127 Phil. 607, 611 (1967); in an action for cancellation of stock certificates alleged to have been wrongfully excluded from the decedent's estate, an appeal by one of decedent's heirs benefits the other heirs, since the estate proceedings remain pending and their shares in the estate's properties remain undetermined, *Genato v. de Lorenzo*, 132 Phil. 101 (1968); in a case for annulment of free patent, an appeal by the free patent holder who subsequently lost title via extrajudicial foreclosure benefits the winning bidder in the foreclosure sale, since the winning bidder's title derives from that of the free patent holder, *Petilla v. Court of Appeals*, 235 Phil. 1, 13 (1987); an execution writ cannot issue against a sub-lessee while the lessee's appeal is pending, *Del Castillo v. Jose Teodoro, Sr., et al.*, 102 Phil. 448, 450-451 (1957); in an action to annul a real estate mortgage, an appeal by the bank benefits the winning bidder in the foreclosure sale, *Cayaba v. Court of Appeals*, 292 Phil. 570, 573 (1993); in a consolidated election protest involving two opposing slates of candidates for mayor, vice mayor, and municipal councilor, the deletion of the award of moral damages and attorney's fees also applies to the non-appealing parties since said award "had no justification in fact or law and this ground for reversal applies to all the petitioners," *Lim-Bungcaras v. COMELEC, et al.*, 799 Phil. 642, 670 (2016); and in an action "for Annulment of Promise to Sell, Mandamus and Prohibitory Injunction" filed by the losing bidder against the winning bidder and a government bank in the context of a bidding for the purchase of lands owned by said government bank, the appeal by the winning bidder benefits the government bank who did not appeal, because "[t]he enforcement of the rights of [the winning bidder] under the contract it entered into with [the government bank] is completely dependent upon the latter's performance of its obligations thereunder...", *First Leverage and Services Group, Inc. v. Solid Builders, Inc.*, 690 Phil. 1, 15-16 (2012).

96 *Macapagal v. CA*, supra note 4 at 208.

No. 158848), we recognized the October 2000 CA Decision as part of the case's procedural history:

> Meanwhile, **on October 31, 2000, the Court of Appeals rendered a Decision in CA-G.R. CV No. 33496** (appeal of defendants Philfinance and [Carlos]. The dispositive portion reads:
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> > "IN VIEW OF ALL THE FOREGOING, the appealed decision as hereby modified in such a way that the award of lost income is deleted and the legal interest to be paid on the principal amount of P1,600,000 be computed from the filing of the complaint at twelve (12%) percent until full payment thereof. On all other respect, the judgment stands. Costs against appellants.
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> The aforesaid Decision became final and executory on March 21, 2001.[97]

Indeed, there is jurisprudence to the effect that an appeal by a solidary co-debtor benefits the other co-debtors,[98] because to rule otherwise would give rise to an

> absurd situation where a co-defendant who is adjudged to be primarily liable for sums of money and for tort would be charged for an amount lesser than what its co-defendant is bound to pay to the common creditor and allowed to collect from the first co-defendant. Such a situation runs counter to the principle of solidarity in obligations as between co-defendants established by a judgment for recovery of sum of money and damages . . .[99]

Given the ***solidary*** nature of Silverio Sr.'s liability as pronounced in the final and executory RTC decision, we apply the foregoing general rule and extend the applicability of the October 2000 CA Decision to him. He is therefore solidarily liable to Yau in the amount of **₱1,600,000.00, plus legal interest, computed from the filing of the complaint on March 28, 1984.**

IV. Satisfaction of the judgment award as against Silverio Sr.

Silverio Jr. argues that the levy and sale of the Makati properties are unnecessary, in view of the earlier garnishment and sale of Silverio Sr.'s bank deposits and golf club share, with the latter property alone being worth at least 100 million pesos. However, as Yau correctly points out, this Court has

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97 *Yau v. Silverio, Sr.*, supra note 4 at 500. Emphasis and underlining supplied.

98 *Universal Motors Corporation v. Court of Appeals*, 282 Phil. 458, 568 (1992); *Citytrust Banking Corporation v. Court of Appeals*, 253 Phil. 743, 750 (1989).

99 *Universal Motors Corporation v. Court of Appeals*, id. at 750.

already ruled that the said garnishment and sale cannot be given effect. Yau's attempt to garnish Silverio Sr.'s golf club share was the subject of the 2002 case of *Yau v. The Manila Banking Corporation* (*Manila Banking*).[100] In that case, we held that the Cebu City RTC can no longer exercise jurisdiction over Silverio Sr.'s golf club share because said share has already been subjected to the jurisdiction of another trial court by virtue of a previous attachment by another judgment creditor in another case against Silverio Sr.:

> The Notice of Garnishment of the Silverio share upon Manila Golf brought the property into the *custodia legis* of the court issuing the writ, that is, the RTC Makati City Branch 64, beyond the interference of all other co-ordinate courts, such as the RTC of Cebu, Branch 6. "The garnishment of property operates as an attachment and fastens upon the property a lien by which the property is brought under the jurisdiction of the court issuing the writ. It is brought into *custodia legis*, under the sole control of such court. A court which has control of such property, exercises exclusive jurisdiction over the same, retains all incidents relative to the conduct of such property. No court, except one having supervisory control or superior jurisdiction in the premises, has a right to interfere with and change that possession."
>
> Thus, the doctrine of judicial stability or non-interference in the regular orders or judgments of a co-equal court, as an accepted axiom in adjective law, serves as an insurmountable barrier to the *competencia* of the RTC Cebu City to entertain a motion, much less issue an order, relative to the Silverio share which is under the *custodia legis* of RTC Makati City, Branch 64, by virtue of a prior writ of attachment. Indeed, the policy of peaceful co-existence among courts of the same judicial plane, so to speak, was aptly described in *Parco v. Court of Appeals*[.] x x x
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> x x x x
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> It cannot be gainsaid that adherence to a different rule would sow confusion and wreak havoc on the orderly administration of justice, and in the ensuing melee, hapless litigants will be at a loss as to where to appear and plead their cause.[101]

The aforequoted ruling, which originated from the present execution proceedings, constitutes the law of the case[102] in Civil Case No. CEB-2058 as

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100 Supra note 4.

101 *Yau v. The Manila Banking Corporation*, supra note 4 at 710-711. Citations omitted.

102 "Law of the case has been defined as the opinion delivered on a former appeal. It means that whatever is once irrevocably established the controlling legal rule of decision between the same parties in the same case continues to be the law of the case whether correct on general principles or not, so long as the facts on which such decision was predicated continue to be the facts of the case before the court. [It] applies only to the same case, x x x [such that] the rule made by an appellate court cannot be departed from in subsequent proceedings in the same case." *Sps. Sy v. Young*, 711 Phil. 444, 461 (2013). "[W]hen an appellate court has once declared the law in a case, such declaration continues to be the law of that case even on a subsequent appeal. The rule made by an appellate court, while it may be reversed in other cases, cannot be departed from in subsequent proceedings in the same case. The "Law of the Case," as applied to a former decision of an appellate court, merely expresses the practice of the courts in refusing to reopen what has been decided. Such a rule is "necessary to enable an appellate court to perform its duties satisfactorily and efficiently, which would be impossible if a

regards the garnishment of Silverio Sr.'s golf club share and the effect thereof on the satisfaction of the trial court's judgment. Had the trial court read our ruling in *Manila Banking*, it would have known that the sheriff's failure to submit any report on the garnishment of Silverio Sr.'s golf share was partly due to the fact that said garnishment could not be given effect.[103] Thus, the trial court gravely erred in taking Silverio Jr.'s allegations at face value and concluding that "the sheriff had already x x x sold the defendant Silverio [Sr.]'s golf club share."[104]

V. Silverio Sr.'s leviable interest in the Makati properties

Apart from the alleged reduction of the judgment debt, Judge Veloso further ruled that the levy over the Makati properties was erroneous because these were not registered in Silverio Sr.'s name at the time the levy was made.

Under Rule 39, Section 12 of the Rules of Court, as amended, a levy on execution creates a lien in favor of the judgment obligee ***over the right and title and interest of the judgment obligor in such property at the time of the levy***, subject to existing liens and encumbrances. Accordingly, jurisprudence lays down a "beneficial interest" test to determine whether a certain property may be levied on execution. As explained in *Sps. Bulaong v. Gonzales*:[105]

> The levy on execution for judgment is "the act . . . by which an officer sets apart or appropriate[s,] for the purpose of satisfying the command of the writ, a part or the whole of the judgment debtor's property." **Every interest which the judgment debtor may have in the property may be subjected to levy on execution.** As established by the Court in *Reyes v. Grey*:
>
> > **The term "property" as here applied to lands comprehends every species of title, inchoate or complete; legal or equitable.** This statute authorizes the sale under execution of ***every kind of property, and every interest in property which is, or may be, the subject of private ownership and transfer.*** It deals with equitable rights and interests as it deals with legal, without anywhere expressly recognizing or making any distinction between them.
>
> In *Reyes*, the Court set the standard to be applied in determining the kind of property that can be subject to attachment:

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question, once considered and decided by it, were to be litigated anew in the same case upon any and every subsequent appeal." Again, the rule is necessary as a matter of policy in order to end litigation." *Zarate v. Director of Lands*, 39 Phil. 747, 750 (1919).

103 *Rollo*, p. 63.

104 Id. at 62.

105 672 Phil. 315 (2011).

> We think the real test, as to whether or not property can be attached and sold upon execution is — **does the judgment debtor hold such a beneficial interest in such property that he can sell or otherwise dispose of it for value?** If he does, then the property is subject to execution and payment of his debts.

Applying the test in *Reyes*, the Court, in *Gotauco & Co. v. Register of Deeds of Tayabas*, recognized as valid the inscription of a notice of levy on execution on the certificates of title, even though the titles were not in the name of the judgment debtor (Rafael Vilar). According to the Court, while the certificates of title were still registered in the name of Florentino Vilar, since Rafael Vilar presented a copy of a petition filed with the lower court, from which it could be inferred that Florentino Vilar was dead and Rafael Vilar was one of his heirs, Rafael had an interest in Florentino's property that could properly be the subject of attachment, even if his participation in Florentino's property was indeterminable before the final liquidation of the estate.

Similarly, in *Pacific Commercial Co. v. Geaga*, the Court held that although the Register of Deeds may properly reject an attachment where it appears that the titles involved are not registered in the name of the defendants (debtors), **that rule yields to a case where there is evidence submitted to indicate that the defendants have present or future interests in the property covered by said titles, regardless of whether they still stand in the names of other persons.** The fact that the present interests of the defendants are still indeterminate, and even though there was no judicial declaration of heirship yet, is of no consequence for the purpose of registering the attachment in question. This is the case since **what is being attached and what may be later sold at public auction in pursuance of the attachment cannot be anything more than whatever rights, titles, interests and participations which the defendants may or might have in the property so attached.** In other words, if they had actually nothing in the property, then nothing is affected and the property will remain intact. This rule is expressed in Section 35, Rule 39 of the old Rules of Civil Procedure, which provides:

> Upon the execution and delivery of said deed [of conveyance and possession], the purchaser, or redemptioner, or his assignee, shall be substituted to and acquire all the right, title, interest and claim of the judgment debtor to the property as of the time of the levy[.][105]

In the aforequoted case, we held that the judgment debtor had no leviable interest in the disputed real properties at the time of the levy, for the following reasons: 1) the deed of sale which formed the basis of the alleged leviable interest was not annotated on the certificate of title; 2) although the judgment debtor eventually obtained title to the said properties, it was by virtue of subsequent succession from her parents, and not on the basis of the

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106 Id. at 334-336. Original emphases, italics, underlining, and citations omitted; new emphases and underlining supplied.

deed of sale; and 3) at the time of the levy, the judgment debtor was still acting in representation of her predecessors-in-interest with respect to the disputed real properties.[107]

Guided by these precepts, we find that Silverio Sr. has a leviable interest in the Makati properties.

The Notice of Levy on the Makati properties states:

> OFFICE OF THE REGISTER OF DEEDS
> City of Makati
>
> GREETINGS:
>
> Please be notified that by virtue of the Writ of Execution dated September 17, 1992 was issued in the above-entitled case, the effectivity of which has been affirmed in the Resolution dated January 28, 200[0] and reiterated in the Resolution dated May 22, 2000, copies of which are hereto attached as Annexes "A ", "A -l" and "A-2", respectively, levy is hereby made upon all the rights, participation, claim, shares and interests which defendant Ricardo C. Silverio, Sr. has in the three (3) parcels of land located in Makati City including the improvements thereon, and registered with your good office, as follows:
>
> T.C.T. No. (-147129-) 137156
> Issued In The Names of Ma. Rowena Z. Silverio and Ma. Roxanne Z. Silverio
>
> A parcel of land (Lot 24, Block 4 of the subdivision plan (LRC) Psd-7933, being a portion of Lot 1-A-B-l, described on plan Psd-46429, LRC (GLRO) Record No. 2029, situated in the Municipality of Makati, Province of Rizal. x x x containing an area of FIVE HUNDRED SEVENTY (570) SQUARE METERS, more or less. x x x.
>
> T.C.T. No. (-436750-) 137155
> Issued In The Names of Ma. Rowena Z. Silverio and Ma. Roxanne Z. Silverio
>
> A parcel of land (Lot 28, Block 10 of the subdivision plan (LRC Psd-9590 (Sheet 1), being a portion of Lot B-l-B, described on plan (LRC) Psd-9144, LRC GLRO Record No. 2029, situated in the Municipality of Makati, Province of Rizal. x x x containing an area of TW O THOUSAND THREE HUNDRED AND FORTY (2,340) SQUARE METERS, more or less, x x x.
>
> T. C. T. No. (-337033-) 137154
> Issued In The Names of Ma. Rowena Z. Silverio and Ma. Roxanne Z. Silverio

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107 Id. at 336-337.

A parcel of land (Lot No. 5, Block No. 23, of the subdivision Plan (LRC) 26544. x x x situated in the Municipality of Makati, Province of Rizal. x x x containing an area of TWO THOUSAND THREE HUNDRED FIFTY-NINE SQUARE METERS (2,359), more or less. x x x.

Maria Rowena Z. Silverio de los Reyes, Maria Roxanne Z. Silverio Arenas and Ricardo Z. Silverio III in whose names the above-described properties are registered have been declared by the Regional Trial Court of Makati, Branch 143, in the Decision dated May 27, 1993 rendered in Civil Case No. 17467, entitled "Nelia Silverio Dee, Plaintiff vs. Maria Rowena De los Reyes Silverio, et al, Defendants" to be mere trustees thereof for the benefit of the conjugal partnership of defendant in intervention Ricardo C. Silverio, Sr. and the late Beatriz S. Silverio; and directed TO EXECUTE and DELIVER to plaintiff in intervention Edgardo S. Silverio, as Special Administrator of the Intestate Estate of deceased Beatriz S. Silverio, the corresponding deeds reconvening the above-described properties to Ricardo S. Silverio and the Intestate Estate of the Late Beatriz S. Silverio. Certified copy of the Decision dated May 27,1993 is hereto attached as Annex "B".

An **Order dated April 24, 1996** was issued in Civil Case No. 17467 by Branch 143 of the Regional Trial Court of Makati City finding Decision dated July 27, 1993 to have become final and executory and granting the writ of execution thereof. Certified copy of the Order dated April 24,1996 is hereto attached as Annex "C".

Pursuant to the Order April 24, 1996, a **Writ of Execution dated May 7, 1996** was issued in Civil Case No. 17467 directing the Sheriff In Charge of the Regional Trial Court Branch 143 to enforce the judgment rendered in the case. Certified copy of the Writ of Execution dated May 7,1997 is hereto attached as Annex "D".

Per **Sheriff's Partial Report dated May 17, 1996**, Maria Rowena Z. Silverio delos Reyes, Maria Roxanne Z. Silverio Arenas and Ricardo Z. Silverio III did not execute and deliver the deed of conveyance of the above-described properties as directed in the Decision dated July 27, 1993. Copy of the Sheriff's Partial Report dated May 17,1997 is hereto attached as Annex "E".

Considering the Sheriff's Partial Report, an **Order dated April 29, 1997** was issued in Civil Case No. 17467 appointing Atty. Engracio Escasinas, Jr. Clerk of Court and Ex-Officio Sheriff of the Regional Trail Court, Makati City, as trustee to execute and deliver to plaintiff-in-intervention Edgardo S. Silverio the corresponding deed reconvening the properties covered by TCT Nos. (147129) 137156, (436570) 137155 (36986) 337033 of the Registry of Deeds of Makati, Metro Manila, to Ricardo C. Silverio, Sr. and the intestate Estate of the late Beatriz S. Silverio, pursuant to Sec. 80 of the Property Registration Decree (PD 1529); and further ordering the Register of Deeds of Makati City to register said Deed of Reconveyance executed by the Clerk of Court and to cancel the transfer certificates of title issued in the names of Maria Rowena Z. Silverio de los Reyes, Maria Roxanne Z. Silverio Arenas and Ricardo Z. Silverio III, and to issue in lieu thereof new certificates of title in the name of Ricardo C. Silverio, Sr. and the [Intestate] Estate of the late Beatriz S. Silverio, and deliver the new

> certificates of title to plaintiff-in-intervention Edgardo S. Silverio." Certified copy of the Order dated April 29, 1997 is hereto attached as Annex "F".
>
> Pursuant to the said Order dated April 29, 1997, Engracio M. Escasinas, Jr., Clerk of Court and Ex-Officio Sheriff of the Regional Trial Court of Makati City, [executed] a **Deed of Conveyance dated June 5, 2000** transferring and conveying unto Ricardo C. Silverio, Sr. and the Intestate Estate of the late Beatriz S. Silverio, his heirs and assigns forever, all the rights, title, interest, claims and participation of Maria Rowena Z. Silverio delos Reyes, Maria Roxanne Z. Silverio and Ricardo Z. Silverio III in the above described properties. Certified copy of the Deed of Conveyance dated June 5, 200[0] is hereto attached as Annex "G".
>
> Until now, the Deed of Conveyance dated June 5, 2000 has not been presented to your good office for cancellation of T.C.T. Nos. (147129) 137156, (436570) 137155 and (36986) 337033 and issuance of new certificates of title in the names Ricardo C. Silverio, Sr., and the Intestate Estate of the late Beatriz S. Silverio.
>
> Please record this Notice of Levy on Execution on the books of your Office and make proper annotation thereof on the corresponding transfer certificates of title as above indicated.[108]

In ruling for Silverio Jr., Judge Veloso held that the levy on the Makati properties has no basis because copies of the decisions and orders cited in the abovequoted Notice of Levy were not attached thereto. Coupled with the fact that the properties were not registered in Silverio Sr.'s name, doubts emerge as to whether he really has a leviable interest in the properties.[109] Yau argues for the veracity of the narration in the Notice of Levy. He further argues that the presence of Silverio Sr.'s leviable interest has likewise been upheld in a March 20, 2002 order issued by Judge Veloso's predecessor, Judge Anacleto Caminade. In that order, Judge Caminade denied Silverio Sr.'s motion to annul the 1992 execution writ, and held that "*[f]rom the documents appended to the pleadings filed by [Yau], it can readily be seen that [Silverio] owns the properties or certain rights, interests and participations in and over the properties affected by the assailed actions of [the] Sheriff x x x. The same are incontrovertible.*"[110]

We emphasize that Judge Veloso's conclusion on Silverio Sr.'s lack of interest in the Makati properties is based solely on two facts: 1) the apparent non-attachment of the pertinent decisions and orders to the Notice of Levy, and 2) the fact that the Makati properties were not registered in Silverio Sr.'s name. Indeed, the copy of the Notice of Levy attached to the *rollo* of this case does not include copies of the cited decisions and orders; however, extant in

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108 *Rollo*, pp. 158-160. Emphasis and underlining supplied.
109 Id. at 63.
110 Id. at 114.

the *rollo* is a copy of the June 5, 2000 Deed of Conveyance. Said Deed of Conveyance reproduces the dispositive portion of the May 27, 1993 decision rendered in Civil Case No. 17467, entitled "*Nelia Silverio Dee, Plaintiff, vs. Maria Rowena De los Reyes Silverio, et al., Defendants*", which forms the basis for Silverio Sr.'s interest in the Makati properties:

> WHEREFORE, in [unreadable] judgment is hereby rendered in favor of plaintiff intervenor EDGARDO S. SILVERIO, in his capacity as Special Administrator of the Intestate Estate of the late Beatriz S. Silverio, declaring defendants in intervention Maria Rowena Z. Silverio de los Reyes, Maria Rox[ann]e Z. Silverio Arenas and Ricardo Z. Silverio III as trustees of the properties covered by Transfer Certificate of Title Nos. (147129) 137156, (436570) 137155 and (36986) 337033 of the Registry of Deeds of Makati, Metro Manila, **for the benefit of the conjugal partnership of defendant in intervention Ricardo C. Silverio, Sr. and the late Beatriz S. Silverio** and ordering said defendants in intervention Maria Rowena Z. Silverio de los Reyes, Maria Roxanne Z. Silverio Arenas and Ricardo Z. Silverio III TO EXECUTE AND DELIVER to plaintiff in intervention Edgardo S. Silverio, as Special Administrator of the Intestate Estate of deceased Beatriz S. Silverio, the corresponding deeds reconveying the properties in question covered by the aforecited Transfer Certificate of Title Nos. (147129) 137156, (436570) 137155 and (36986) 337033 of the Registry of Deeds of Makati, Metro Manila, **to RICARDO [C.] SILVERIO, SR. and the INTESTATE ESTATE OF THE LATE BEATRIZ S. SILVERIO, together with the corresponding certificates of title within five (5) days from finality of the decision.**
>
> x x x x
>
> SO ORDERED.[111]

It also narrates the highlights of the execution proceedings therein,[112] leading up to the dispositive portion thereof, which reads as follows:

> NOW, THEREFORE, by force and by virtue of Rule 49, Section[s] 9 and 10 of the Rules of Court and on such bases made and provided, I, the undersigned Clerk of Court VII and Ex-Officio Sheriff of the Regional Trial Court of Makati City do by these presents TRANSFER AND CONVEY to Ricardo C. Silverio Sr. and the Intestate Estate of the late Beatriz S. Silverio, his heirs and assigns for ever, all the rights, title, interest, claims and participation of defendants-in-intervention Maria Rowena Z. Silverio de los Reyes, Maria Roxanne Z. Silverio Arenas and Ricardo Z. Silverio x x x, [in the] properties covered by Transfer Certificate of Title Nos. (147129) 137156, (436570) 137155 and (36986) 337033 which [are] particularly described below:
>
> TRANSFER CERTIFICATE OF TITLE NO. 147129

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111 Id. at 172. Emphasis and underscoring supplied.

112 Id. at 173-174.

"A parcel of land (Lot 24, Block 4 of the subdivision plan (LRC) Psd-7933, being a portion of Lot 1-A-B-l, described on plan Psd-46429, LRC (GLRO) Record No. 2029, situated in the Mun. of Makati, Prov. of Rizal. Bounded on the NE, x x x containing an area of FIVE HUNDRED SEVENTY (570) SQUARE METERS, more or less."

TRANSFER CERTIFICATE OF TITLES NO. 436750

"A parcel of land (Lot 28, Block 10 of the subdivision plan (LRC Psd-9590 (Sheet 1), being a portion of Lot B-l-B, described on plan (LRC) Psd-9144, LRC GLRO Record No. 2029, situated in the Mun. of Makati, Prov. of Rizal. Bounded on the NE, x x x containing an area of TWO THOUSAND THREE HUNDRED AND FORTY (2,340) SQUARE METERS, more or less."

"A parcel of land (Lot 29, Block 10 of the subdivision plan (LRC Psd-9590 (Sheet 1), being a portion of Lot B-l-B, described on plan (LRC) Psd-9144, LRC GLRO Record No. 2029, situated in the Mun. of Makati, Prov. of Rizal. Bounded on the NE, x x x containing an area of TWO THOUSAND THREE HUNDRED AND FORTY (2,340) SQUARE METERS, more or less."

TRANSFER CERTIFICATE OF TITLE NO. 337033

"A parcel of land (Lot No. 5, Block No. 23, of the subdivision Plan (LRC) 26544. x x x situated in the Mun. of Makati, Prov/ of Rizal. x x x containing an area of TWO THOUSAND THREE HUNDRED FIFTY-NINE SQUARE METERS (2,359), more or less."

TO HAVE AND TO HOLD said properties to Ricardo S. Silverio and the Intestate Estate of the late Beatriz S. Silverio, his heirs and assigns for ever.

In [w]itness [w]hereof, I hereunto set my hand and seal this [handwritten] June 5, 2000.

[SIGNED]
ENGRACIO M. ESCASINAS, JR.
Clerk of Court VII and Ex-Officio Sheriff[113]

Furthermore, in the intestate proceedings for Beatriz' estate, one of Silverio Sr.'s children (and brother of Silverio Jr.) alleged the following:

Anent the allegation that [Edgardo S. Silverio] has not presented up to now any evidence that [Silverio Sr.] was not only cheating on his wife by maintaining illicit marital relationship with another woman, and systematically stripping assets of their conjugal partnership then under administration, the Court may please take judicial notice that **in Civil Case No. 17467 of the Regional Trial Court, Makati, Metro Manila**, entitled "Edgardo S. Silverio, as special administrator of the intestate estate of the late BEATRIZ S. SILVERIO vs. Maria Rowena Z. Silverio De Los Reyes,

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[113] Id. at 174-175.

> Ricardo C. Silverio, Sr., et al., **[Silverio Sr.] candidly admitted that during the lifetime of his legal wife Beatriz Silverio, he was cohabiting with a certain Carmen Zuniga with whom he has three (3) children, namely, Maria Rowena Z. Silverio, Maria Roxanne Z. Silverio, and Ricardo Z. Silverio III. [Silverio Sr.] also admitted in said civil case that he purchased three (3) valuable real properties in Cambridge Circle, North Forbes, Intsia Street, Old Forbes, and Taurus Street, Bel Air, all in Makati, Metro Manila, and placed said properties in the names of his three (3) illegitimate children.**[114]

Contrary to Silverio Jr.'s representations, the intestate court has likewise ruled that the Makati properties are part of Beatriz and Silverio Sr.'s conjugal partnership. The October 31, 2006 Omnibus Order of the intestate court, which Silverio Jr. submitted as evidence for his Motion to Discharge, states in part:

> Anent Edmundo S. Silverio's Urgent Motion To Resolve In Toto Pending Omnibus Motion Dated May 22, 2000, the same was heard on February 17, 2006, wherein this Court ordered him to submit proof that the three (3) properties, namely **(1) No. 82 Cambridge Circle, Forbes Park, Makati City, covered by TCT No. 137155 issued by Register of Deeds of Makati City;** (2) No. 3 Intsia Road, Forbes Park, Makati City covered by T.C.T. No. 137154 issued by the Register of Deeds of Makati City; and (3) No. 19 Taurus St., Bel-Air Subd., Makati City covered by TCT No. 137156 issued by, the Register of Deeds of Makati City, are conjugal properties, of the late Beatriz S. Silverio and Ricardo C. Silverio, Sr., and therefore part of the Estate subject matter of these proceedings. **Edmundo S. Silverio submitted his Compliance dated February 20, 2006, which attached as Annex "A" the final decision in Civil Case No. 17467, Regional Trial Court, Branch 143, entitled "Edgardo S. Silverio, plaintiff-intervenor, versus Ma. Rowena Silverio delos Reyes, et. al." declaring said properties as conjugal properties of the late Beatriz S. Silverio and Ricardo C. Silverio, Sr.** Considering that the pleadings on record, including the Offer of Settlement of Ricardo C. Silverio, Sr. dated September 6, 2005, recognize that these properties are among the assets of the intestate estate of Beatriz S. Silverio, the Court so holds that these properties are part of the inventory of the intestate estate of the late Beatriz S. Silverio. x x x[115]

Silverio Jr. uses this passage to make it appear that the estate of Beatriz is the ***sole owner*** of the Makati properties. However, a careful reading of the whole passage reveals that the intestate court actually adopted the ruling in Civil Case No. 17467 declaring the Makati properties part of Beatriz and Silverio Sr.'s conjugal property. Thus, when the intestate court held "*that these properties are among the assets of the intestate estate of Beatriz*", it could only have been referring to Beatriz' conjugal share in the properties, since such conclusion is based on the finding that the properties are part of the conjugal partnership of Beatriz and Silverio Sr. This recognition of Silverio

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114 *Silverio, Sr. v. Court of Appeals*, 364 Phil. 188, 202 (1999).

115 *Rollo*, p. 150. Emphases and underscoring supplied.

Sr.'s ownership interest in the Makati properties was not affected by the CA's subsequent reversal of the aforequoted order,[116] as such reversal was limited to the appointment of Silverio Jr. as administrator.[117]

In view of the foregoing, we find that there is sufficient evidence of Silverio Sr.'s ownership interest in the Makati properties, pursuant to the May 27, 1993 decision of the Makati City RTC, as finally implemented by the June 5, 2000 Deed of Conveyance, and subsequently recognized by the intestate court in its October 31, 2006 Omnibus Order. Thus, when the Makati properties were levied upon in 2001, Silverio Sr. had a leviable interest therein; and Judge Veloso gravely erred in concluding otherwise. It bears repeating that the Notice of Levy expressly refers to, and clearly identifies, the orders and decisions which form the bases of Silverio Sr.'s leviable interest. These orders and decisions are likewise adverted to not only in the Notice of Levy and the aforementioned Deed of Conveyance,[118] but also in the Certificate of Sale[119] and the March 20, 2002 order issued by Judge Veloso's predecessor in the present case.[120] Thus, it cannot be said that the Notice of Levy is absolutely lacking in basis.[121]

Like other public officers, sheriffs enjoy a presumption of regularity in the performance of their duties. Reports, returns, notices, and other documents prepared by sheriffs are afforded this presumption, which may only be overturned by clear and convincing evidence.[122] While it was indeed prudent for Judge Veloso to doubt the propriety of the Notice of Levy on account of the apparent non-attachment of the aforementioned decisions and orders thereto, the mere fact that such decisions and orders were expressly mentioned and cited in great detail should have, at the very least, prompted her to verify the existence and veracity of said decisions and orders, rather than

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116 The October 31, 2006 Omnibus Order of the intestate court was assailed before the CA thru a petition for certiorari which was docketed as CA-G.R. SP No. 97196 (*Nelia Silverio Dee v. Hon. Reinato Quilala, Ricardo Silverio Jr., Ligaya Silverio, and Edmundo Silverio*). On August 28, 2008, the CA rendered its Decision in said case, penned by Associate Justice Normandie B. Pizarro (deceased), with the concurrence of Associate Justices Fernanda Lampas Peralta and Edgardo P. Cruz (retired). *Rollo*, pp. 196-213, 263-265. Silverio Jr.'s appeal from this decision was docketed before the Supreme Court as G.R. No. 185619. The aforementioned CA decision became final and executory upon the denial of Silverio Jr.'s motion for reconsideration in G.R. No. 185619, and the issuance of entry of judgment therein. *Rollo*, pp. 267-268.

117 The dispositive portion of the CA's August 28, 2008 decision in CA-G.R. SP No. 97196 states in part: "WHEREFORE, the petition is GRANTED. **The portions of the Omnibus Order upholding the grant of letters of administration to and the taking of an oath of administration by Ricardo Silverio, Jr., as well as the removal of Ricardo Silverio, Sr. as administrator to the Estate of Beatriz Silverio, are declared NULL and VOID.**" Id. at 213. See also *Silverio Sr. v. Silverio Jr.*, supra note 6.

118 Id. at 172-174.

119 Id. at 165.

120 Id. at 114.

121 Id. at 150

122 *Bayani v. Yu*, G.R. Nos. 203076-77 & 206765 & 207214, July 10, 2019; *Nation Petroleum Gas, Inc., et al. v. RCBC*, 766 Phil. 696, 712 (2015); *Spouses Madrigal v. Court of Appeals*, 377 Phil. 345, 352 (1999); *Claridad, et al. v. Hon. Santos, etc., et al.*, 205 Phil. 107, 112 (1983).

immediately concluding that the sheriff acted irregularly in issuing the Notice of Levy.[123]

VI. Effect of Silverio Sr.'s death on the enforcement of the judgment

As earlier mentioned, Yau's counsel manifested that Silverio Sr. died on December 11, 2016; and that the proceedings for the settlement of his intestate estate are now pending before Branch 82 of the Regional Trial Court of Malolos City, Bulacan.[124] Yau further expressed his apprehension that the final satisfaction of the judgment in his favor might be further delayed by the need to enter the same as a claim in the proceeding for the settlement of Silverio Sr.'s estate.[125] However, we find that Yau's manifestation of Silverio Sr.'s demise is not supported by any documentary evidence. Nevertheless, even if we take Yau's claims to be true, the judgment in the present case need not be entered as a claim in Silverio Sr.'s estate proceedings.

Jurisprudence instructs that an execution sale may proceed even if the judgment debtor dies after the levy.[126] As stated in *Py Eng Chong v. Judge Herrera*: "*Had the levy been made before the death of the judgment debtor, the sale on execution could have been carried to completion in accordance with Section 7(c) of Rule 39 which provides that in case the judgment debtor dies after execution is actually levied upon any of his property, the same may be sold for the satisfaction of the judgment.*"[127] In *Ibatan v. Judge Melicor*,[128] where the heirs of the judgment debtor moved to quash an alias execution writ and the levy made pursuant thereto, we held:

> Petitioners submit that the trial court acted whimsically in refusing to set aside the alias writ of execution and levy on execution for having been issued after the death of the deceased defendant Quiterio Ibatan. Section 7, Rule 39 of the Rules of Court provides:
>
> x x x x
>
> **If the levy had been made before the death of the judgment debtor, the sale on execution could be carried to completion** in accordance with the aforequoted rule which provides that in case the judgment debtor dies after execution is actually levied upon any of his property, the same may be sold for the satisfaction of judgment. In the instant case, the order of execution was issued on January 20, 1970 and the levy on the properties

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123 In the November 2010 order, Judge Veloso curtly declared that "[the] court was neither aware of the said decisions nor were copies thereof attached to the notice [of levy]." *Rollo*, pp. 63-64.

124 Id. at 428-431.

125 Id. at 411.

126 *Bautista, et al. v. De Guzman, et al.*, 211 Phil. 26, 30-31 (1983).

127 *Py Eng Chong v. Hon. Herrera, etc. et al.*, 162 Phil. 183, 192 (1976).

128 266 Phil. 653 (1990).

> was made on March 13, 1970, prior to the death of Quiterio Ibatan on June 6, 1971. Hence, the properties levied upon by the sheriff may be sold for the satisfaction of the money judgment. **The subsequent issuance of the alias writ of execution and levy after the death of Ibatan did not affect the validity of the first writ and levy thereon.** It has been held that the issuance of subsequent writs of execution does not operate as abandonment or waiver of a prior writ of execution x x x.[129]

In the case at bar, the assailed levy and sale were both ***completed*** in 2001, almost fifteen (15) years prior to Silverio Sr.'s purported demise. In fact, Silverio Sr. himself assailed the very same levy and sale in the proceeding which culminated in our 2008 decision in *Yau v. Silverio*. Thus, Yau's apprehensions about possible delays resulting from the settlement of Silverio Sr.'s estate are unfounded. The ***already-completed*** levy can be implemented until full satisfaction of the judgment award even after Silverio Sr.'s passing. However, since Silverio Sr.'s liability has already been reduced in accordance with the October 2000 CA Decision, we invoke the plenary judicial power over execution proceedings to nullify the July 26, 2001 auction sale and the resultant August 6, 2001 certificate of sale issued by Sheriff Nequinto, for being based on an amount in excess of Silverio's base liability of ₱1,600,000.00, plus interest. To finally implement the completed levy, the trial court must again conduct an auction sale and conduct further proceedings to finally satisfy the judgment in favor of petitioner Yau.

WHEREFORE, the petition is **GRANTED**. The Orders dated November 25, 2010, December 6, 2010, and December 16, 2011, issued by the Regional Trial Court of Cebu City, Branch 6, in Civil Case No. CEB-2058, are hereby **NULLIFIED** and **SET ASIDE**. The July 26, 2001 auction sale and the August 6, 2001 Certificate of Sale issued by Sheriff Ruben S. Nequinto, still in Civil Case No. CEB-2058, are likewise **NULLIFIED** and **SET ASIDE**. The case is hereby **REMANDED** to the Regional Trial Court of Cebu City, Branch 6 for the conduct of a new auction sale and for further proceedings in accordance with this Decision.

SO ORDERED.

SAMUEL H. GAERLAN
Associate Justice

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[129] Id. at 661-662.

WE CONCUR:

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice

HENRI JEAN PAUL B. INTING
Associate Justice

JAPAR B. DIMAAMPAO
Associate Justice

MARIA FILOMENA D. SINGH
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.

ALFREDO BENJAMIN S. CAGUIOA
Associate Justice
Chairperson, Third Division

CERTIFICATION

Pursuant to Section 13, Article VIII of the Constitution and the Division Chairperson's Attestation, 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.

ALEXANDER G. GESMUNDO
Chief Justice