



Republic of the Philippines
Supreme Court
 Manila

THIRD DIVISION

**EMMA C. VILLARETE,
 OFFICER-IN-CHARGE, CITY
 TREASURER OF CEBU; AND
 CITY OF CEBU,**

Petitioners,

- versus -

**ALTA VISTA GOLF AND
 COUNTRY CLUB, INC.,**

Respondent.

G.R. No. 255212

Present:

CAGUIOA, J., *Chairperson*,
 INTING,
 GAERLAN,
 DIMAAMPAO, and
 SINGH, JJ.

Promulgated:

February 20, 2023

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DECISION

CAGUIOA, J.:

Before the Court is the Petition for Review on *Certiorari*¹ (Petition) under Rule 45 of the Rules of Court filed by petitioner City of Cebu, through the City Treasurer of Cebu (petitioner), assailing the Decision² dated December 13, 2019 and Resolution³ dated September 23, 2020 of the Court of Appeals⁴ (CA) in CA-G.R. SP No. 11608 which affirmed the Resolution⁵ dated September 25, 2014 and Order⁶ dated December 16, 2014 of the Regional Trial Court, Branch 12, Cebu City (RTC). The RTC Resolution granted the petition for mandamus and damages filed by respondent Alta Vista Golf and Country Club, Inc. (respondent) and ordered petitioner to issue to respondent the final deed of conveyance over the property registered under the name of the heirs of Benigno Sumagang (Benigno). The RTC likewise

¹ *Rollo*, pp. 3-22.

² *Id.* at 24-37. Penned by Associate Justice Pamela Ann Abella Maxino, with Associate Justices Dorothy P. Montejo-Gonzaga and Alfredo D. Ampuan concurring.

³ *Id.* at 38-39. Penned by Associate Justice Pamela Ann Abella Maxino, with Associate Justices Dorothy P. Montejo-Gonzaga and Raymond Reynold R. Lauigan concurring. The CA Resolution incorrectly provides the date of CA Decision as December 19, 2019.

⁴ Special Nineteenth Division and Former Special Nineteenth Division, respectively.

⁵ *Rollo*, pp. 40-53. Penned by Presiding Judge Estela Alma A. Singco.

⁶ *Id.* at 54-55.

ordered the cancellation of the Certificate of Redemption⁷ issued by petitioner in favor of the heirs of Benigno.

The Facts and Antecedent Proceedings

The CA Decision narrates the factual antecedents as follows:

On May 13, 2011, then OIC-City Treasurer of Cebu City, Ofelia M. Oliva caused the publication with The Freeman newspaper, a “Notice of Sale of Tax Delinquent Properties” which includes, among others Lot No. 4 PSU-192448, covered by OCT No. 0-251 registered in the name of Heirs of Benigno Sumagang.

Plaintiff-Appellee Alta Vista participated in the auction sale held on May 27, 2011, and secured the winning bid over Lot No. 4 PSU-192448, in the amount of PhP 295,994.89. After payment of the bid amount, the corresponding official receipt and Certification of Sale of Delinquent Property were issued to Alta Vista.

On May 22, 2012, Anita Sumagang, one of the Heirs of Benigno Sumagang wrote a letter to then OIC-City Treasurer Ofelia N. Oliva.

In a letter dated May 23, 2011 (year mistakenly indicated as 2011, should have been 2012), Oliva advised the Heirs of Benigno Sumagang to redeem the subject lot on or before May 28, 2011 (mistakenly indicated as 2011, should have been 2012), and required documents to show proof of the legal personality or identity of Anita Sumagang as one of the Heirs of Benigno Sumagang.

On May 28, 2012, Anita Sumagang went to the Office of the City Treasurer with sufficient cash to pay the redemption price, interest, and other charges. The tender of payment, however, was not accepted by Arnold Binondo, the personnel-in-charge of the Real Property Tax Division, for failure of Anita Sumagang to bring with her documents proving her identity as an heir of Benigno Sumagang.

On May 30, 2012, Anita Sumagang went back to the Office of the City Treasurer bringing with her, proof of her identity, as one of the Heirs of Benigno Sumagang, and she was allowed to redeem the subject lot.

On June 4, 2012, a Certificate of Redemption dated June 4, 2012 was issued in favor of the Heirs of Benigno Sumagang. A Notice of Redemption similarly dated, was issued to Alta Vista, requiring it to surrender the Certificate of Sale previously issued in its favor.

Alta Vista, in a letter dated June 22, 2012, replied, pointing out that the redemption made by the Heirs of Benigno Sumagang was invalid as it was made beyond the one year redemption period. Alta Vista demanded from the Office of the City Treasurer to cancel the Certificate of Redemption in favor of the Heirs of Benigno Sumagang.

⁷ Id. at 78.

On October 11, 2012, Emma Villarete, the sitting City Treasurer at that time, denied Alta Vista's demand for the issuance of the final Deed of Conveyance.

Alta Vista filed a Petition for Mandamus and Damages before the Regional Trial Court of the City of Cebu, docketed as Civil Case No. Ceb-39242.⁸

Ruling of the RTC

In a Resolution dated September 25, 2014, the RTC granted respondent's petition for mandamus and damages and ordered petitioner to issue the final deed of conveyance of the property in favor of respondent and to cancel the Certificate of Redemption issued to the heirs of Benigno, *viz.*:

WHEREFORE, premises considered, the Petition for Mandamus is hereby **GRANTED**. Accordingly, the defendant OIC-City Treasurer of the Cebu City Government is ordered to issue to herein plaintiff Alta Vista Golf and Country Club, Incorporated the final deed of conveyance over the subject property and to cancel the Certificate of Redemption issued to the Heirs of Benigno Sumagang.

Finally, for lack of factual and legal bases, the claim for damages and attorney's fees of plaintiff, as well as the counterclaims of defendants, are denied.

SO ORDERED.⁹

The RTC reasoned that under Section 261 of Republic Act No. (R.A.) 7160, otherwise known as the Local Government Code of 1991, the owner of delinquent real property or person having legal interest therein, or his or her representative, has the right to redeem the property within one (1) year from the date of the sale.¹⁰ The RTC found that the right to redeem granted to the heirs of Benigno expired on May 26, 2012 (Saturday) following Article 13¹¹ of the New Civil Code (*i.e.*, that one year should be understood to be 365 days).¹² Anita Sumagang (Anita) only paid the redemption price on May 30, 2012. Thus, she failed to exercise validly and effectively her right of redemption within the period prescribed by law.¹³ Having lost such right, respondent, as the buyer of the property, became the absolute owner thereof. Consequently, the execution of a deed of conveyance to respondent becomes a purely ministerial act on the part of petitioner.¹⁴

⁸ Id. at 25-26.

⁹ Id. at 52-53. Emphasis in the original.

¹⁰ Id. at 51.

¹¹ **Art. 13.** When the laws speak of years, months, days or nights, it shall be understood that years are of three hundred sixty-five days each; months, of thirty days; days, of twenty-four hours; and nights, from sunset to sunrise.

¹² *Rollo*, p. 51.

¹³ Id. at 52.

¹⁴ Id.



Petitioner filed a Motion for Reconsideration (MR), which was denied by the RTC in its Order dated December 16, 2014. Hence, petitioner filed an appeal before the CA.

Ruling of the CA

The CA, in its Decision dated December 13, 2019, denied petitioner's appeal. According to the CA, Section 262 of R.A. 7160 provides that, in case the owner or person having legal interest therein fails to redeem the delinquent property, the local treasurer shall execute a deed conveying to the purchaser of said property, free from lien of the delinquent tax, interest due thereon and expenses of sale.¹⁵ In the present case, since the auction sale of the property took place on May 27, 2011, the one-year redemption period expired on May 28, 2012 (considering that May 27, 2012 was a Sunday).¹⁶ Thus, the CA agreed with the RTC that respondent correctly filed a petition for mandamus and damages to compel petitioner to issue a final deed of conveyance of Lot No. 4, PSU-192448 in its favor since the ownership of the lot already belonged to respondent due to the failure of the heirs to redeem the property within the redemption period.¹⁷ The act demanded by respondent from petitioner is ministerial as respondent clearly established its right of ownership over the property.¹⁸

The CA also ruled that it cannot fault the City Treasurer from requiring proof of identity from Anita as this was merely an exercise of prudence.¹⁹ Meanwhile, Anita failed to provide any proof identifying her as an heir of Benigno despite the reminder of the City Treasurer in its Letter dated May 23, 2012.²⁰ While Anita went to the City Treasurer's Office on May 28, 2012 with sufficient cash to redeem the lot, her tender of payment was rightfully refused for failing to bring documents showing her identity.²¹ There could not be valid tender of payment under the circumstance. Thus, petitioner had no right or duty to allow the heirs of Benigno to redeem the property on May 30, 2012. What is left for petitioner to do was to issue the final deed of conveyance in favor of respondent.²²

The dispositive portion of the CA Decision states:

IN LIGHT OF ALL THE FOREGOING, the present appeal is DENIED. The Resolution dated September 25, 2014 and Order dated December 16, 2014 of the Regional Trial Court, Branch 12, Cebu City, are AFFIRMED.

SO ORDERED.²³

¹⁵ Id. at 28.

¹⁶ Id. at 29.

¹⁷ Id. at 27.

¹⁸ Id. at 28.

¹⁹ Id. at 29-30.

²⁰ Id. at 30.

²¹ Id.

²² Id. at 33. The CA Decision incorrectly provides the date of redemption as May 30, 2019.

²³ Id. at 36.



Petitioner filed an MR,²⁴ which the CA denied in its Resolution dated September 23, 2020.

Hence the present Petition. Respondent filed its Comment²⁵ dated August 19, 2021.

The Issue

Petitioner submits the following issues for resolution of the Court: (1) whether the CA erred when it ruled that mandamus proceedings are proper to strip the heirs of Benigno of their real rights over the property when they were not impleaded in this case; (2) whether the CA erred in applying a restrictive interpretation of Section 261 of R.A. 7160 since the law does not require that the exercise of the right of redemption be completed and perfected by a single act or transaction on the day of redemption; and (3) whether the CA erred when it refused to uphold the liberal policy of petitioner in the application of the redemption period.

The Court's Ruling

The Petition is meritorious.

In the present case, the right of redemption is found under Section 261 of R.A. 7160, viz.:

SEC. 261. *Redemption of Property Sold.* — Within one (1) year from the date of sale, the owner of the delinquent real property or person having legal interest therein, or his representative, shall have the right to redeem the property upon payment to the local treasurer of the amount of the delinquent tax, including the interest due thereon, and the expenses of sale from the date of delinquency to the date of sale, plus interest of not more than two percent (2%) per month on the purchase price from the date of sale to the date of redemption. Such payment shall invalidate the certificate of sale issued to the purchaser and the owner of the delinquent real property or person having legal interest therein shall be entitled to a certificate of redemption which shall be issued by the local treasurer or his deputy.

From the date of sale until the expiration of the period of redemption, the delinquent real property shall remain in the possession of the owner or person having legal interest therein who shall be entitled to the income and other fruits thereof.

The local treasurer or his deputy, upon receipt from the purchaser of the certificate of sale, shall forthwith return to the latter the entire amount paid by him plus interest of not more than two percent (2%) per month. Thereafter, the property shall be free from the lien of such delinquent tax, interest due thereon and expenses of sale.

²⁴ Id. at 56-65.

²⁵ Id. at 113-127.



It is clear from the wording of the law that the owner of a delinquent real property or person having legal interest therein, or his or her representative, has the right to redeem the property within one (1) year from the date of the sale.

It is noted that in computing the redemption period, the RTC applied Article 13 of the New Civil Code and found that the heirs only had until May 26, 2012 to redeem the property. Meanwhile, the CA ruled that the one-year redemption period expired on May 27, 2012 based on the Administrative Code of 1987²⁶ which provides that a year should be understood to be twelve (12) calendar months. However, since May 27, 2012 was a Sunday, the heirs of Benigno only had until May 28, 2012, the next business day, to redeem the property. Being the more recent law, the CA correctly applied the Administrative Code of 1987.²⁷

In the present case, it has been established that Anita was only able to pay the redemption price including interest and charges on May 30, 2012, or two (2) days after the expiration of the redemption period on May 28, 2012.

In its Petition, petitioner essentially insists that the liberal application of redemption rules should be applied considering that Anita tendered payment on time, but the City Treasurer's Office did not immediately accept the same due to its internal procedure of verifying the legal personality of the payor.²⁸ Thus, even if there was delay in payment, it was only for two (2) days which equity demands to be deemed as substantial compliance to the rules on redemption.²⁹

Meanwhile, respondent, in its Comment, argued that when the redemption period ended on May 28, 2012, it had attained absolute and complete ownership over the property.³⁰ Thus, petitioner had no authority to accept and honor the payment made by the redemptioner on May 30, 2012.³¹ Since the redemption period had expired, the issuance of a final deed of sale was a mere formality and a ministerial duty on the part of petitioner.³²

Indeed, a valid redemption of property must be based on the law and procedural rules on the matter.³³ However, there have been exceptional occasions where the Court has relaxed the one-year redemption period rule and allowed the original owner to redeem the property even beyond the

²⁶ Book I, Chapter 8, Sec. 31, provides:

SEC. 31. *Legal Periods.*—"Year" shall be understood to be twelve calendar months; "month" of thirty days, unless it refers to a specific calendar month in which case it shall be computed according to the number of days the specific month contains; "day," to a day of twenty-four hours; and "night," from sunset to sunrise.

²⁷ See *Commissioner of Internal Revenue v. Primetown Property Group, Inc.*, 558 Phil. 182, 190-191 (2007).

²⁸ *Rollo*, pp. 17-18.

²⁹ *Id.* at 18.

³⁰ *Id.* at 117.

³¹ *Id.* at 117-118.

³² *Id.* at 118.

³³ *GE Money Bank, Inc. v. Sps. Dizon*, 756 Phil. 502 (2015).



redemption period based on substantial compliance with the requirements of the right of redemption and due to compelling justifications.³⁴

In *Castillo v. Nagtalon*,³⁵ one of the judgment debtors therein made a tender of payment of only 1/12 of the consideration plus 1% interest thereon on the last day of the redemption period. Although the amount deposited to the deputy provincial sheriff was not sufficient to effectively release the properties previously sold at auction sale, the Court gave the judgment debtor therein the opportunity to complete the redemption price since her tender was timely made and in good faith, *viz.*:

The procedure for the redemption of properties sold at execution sale is prescribed in Section 26, Rule 39, of the Rules of Court. Thereunder, the judgment debtor or redemptioner may redeem the property from the purchaser, within 12 months after the sale, by paying the purchaser *the amount of his purchase*, with 1% per month interest thereon up to the time of redemption, together with the taxes paid by the purchaser after the purchase, if any. In other words, in the redemption of properties sold at an execution sale, the amount payable is no longer the judgment debt but the purchase price. Considering that appellee tendered payment only of the sum of ₱317.44, whereas the three parcels of land she was seeking to redeem were sold for the sums of ₱1,240.00, ₱21.00 and ₱30.00, respectively, the aforementioned amount of ₱317.44 is insufficient to effectively release the properties. **However, as the tender of payment was timely made and in good faith, in the interest of justice we [are] incline[d] to give the appellee opportunity to complete the redemption purchase of the three parcels, as provided in Section 26, Rule 39 of the Rules of Court, within fifteen (15) days from the time this decision becomes final and executory. In this wise, justice is done to the appellee who had been made to pay more than her share in the judgment, without doing an injustice to the purchaser who shall get the corresponding interest of 1% per month on the amount of his purchase up to the time of redemption.**³⁶

In *Development Bank of the Philippines v. Garcia*,³⁷ the Court likewise allowed the mortgagors therein to redeem the mortgaged property even if they were only able to complete payment of the redemption price a day after the expiration of the redemption period, *viz.*:

The records show that the Sps. Garcia paid ₱62,800 to Sheriff Santos on September 10, 1987, and then ₱7,536, as accrued interest, one day after the expiration of the redemption period on September 11, 1987. **Nevertheless, applying the protection given by redemption laws to original owners, We find that invalidating the redemption in the instant case simply because the same was exercised a day late would defeat the very policies this Court is duty bound to uphold.**

The Court, in a number of cases, allowed parties to perfect their right of redemption even beyond the period prescribed by law. In *De los Reyes v. Intermediate Appellate Court*, the redemption was allowed beyond the

³⁴ Id.

³⁵ 114 Phil. 7 (1962).

³⁶ Id. at 13-14. Italics in the original; emphasis and underscoring supplied.

³⁷ G.R. No. 207748, March 25, 2015 (Unsigned Resolution).



redemption period because a valid tender was made by the original owners within the redemption period. *Doronila v. Vasquez* elucidated that while redemption must be effected within the time prescribed, there are indeed cases where, **having in view the purpose sought to be achieved by statutory provisions of this kind, and principally to promote justice and avoid injustice**, courts may, by reasonable construction, allow redemption notwithstanding the actual expiration of the period fixed in the statute. *Cometa v. Court of Appeals* explained that redemption laws, being remedial, should be construed in such a way to effectuate the remedy and carry out its evident spirit and purpose; thus, there are times when redemptions made beyond the allowed period therefore are justified.

Allowing the exercise of a redemptioner's right to redeem one day late will [not] cause inconsiderable harm compared to the grave loss that a redemptioner will suffer when deprived of his or her property. Despite their failure to complete their redemption within the period provided by law, the Sps. Garcia's right to redeem their property should be upheld.³⁸

As well, in *Ysmael v. Court of Appeals*,³⁹ where properties of respondents in the case were levied on execution, the Court upheld respondent's right to redeem the properties even if tender of payment of the redemption price was made **six (6) days after** the expiration of the one (1) year period, *viz.*:

Although it is required that full payment of the redemption price must be made within the redemption period, the rule on redemption is actually liberally construed in favor of the original owner of the property. The policy of the law is to aid rather than to defeat him in the exercise of his right of redemption. As the Court of Appeals observed, this Court has allowed parties in several cases to perfect their right of redemption beyond the period prescribed therefor. In *De los Reyes v. IAC*, for instance, the amount deposited in the trial court four (4) days after the lapse of the redemption period was considered an affirmation of the earlier timely offer to redeem and, thus, a valid payment. On the other hand, in *Castillo v. Nagtalon* and *Bodiongan v. Court of Appeals*, this Court upheld a redemption made by the judgment debtor or the redemptioner in good faith even if the payment tendered was less than the redemption price. In these cases, the judgment debtor was allowed fifteen days from the finality of the Court's decision to complete the redemption price.

In the case at bar, private respondents seasonably notified petitioners' counsel and the sheriff on July 16, 1996 that they were redeeming the property sold on execution and asked for a statement of the redemption price. There can be no doubt of the earnest intent of private respondents to exercise their right of redemption. Their tender of payment on July 25, 1996, after petitioners' counsel and the sheriff had ignored their letter, should therefore be considered an affirmation of the timely notice to redeem, even if such tender was made six (6) days after the expiration of the redemption period.⁴⁰

³⁸ Id. at 4-5. Emphasis and underscoring supplied; citations omitted.

³⁹ 376 Phil. 323 (1999).

⁴⁰ Id. at 334-335. Citations omitted.



Verily, while redemption must be made within the period provided by law, the Court has also allowed a redemptioner to redeem property even after the lapse of the one-year period **by reason of justice and equity**.

In the present case, Anita gave notice to the City Treasurer of Cebu as early as May 22, 2012 that she intended to redeem the subject property. On May 28, 2012, or on the last day of the redemption period, Anita was ready to pay the full amount in cash, but was turned down by the Real Property Tax Division of the City of Cebu simply because she was unable to bring with her a written document that would prove her identity as an heir of Benigno — a document she was in fact able to bring just two (2) days after. These circumstances show that there was an earnest and sincere effort to tender payment and exercise the right to redeem on Anita's part. Indeed, as Anita presented the document to show her right to redeem two (2) days thereafter, or on May 30, 2012, and paid the full amount of the redemption price, including the two percent (2%) interest for every month as well as the expenses of the sale,⁴¹ this should be looked upon with favor. Petitioner should not be faulted in its liberal application of redemption rules and allowing the heirs to redeem the property, especially considering that they have been residing therein ever since Benigno was issued a title over the lot.⁴² To stress, where the redemptioner has chosen to exercise the right of redemption, **it is the policy of the law to aid rather than to defeat such right, viz.:**

In giving effect to these laws, it is also worthy to note that in cases involving redemption, the law protects the original owner. It is the policy of the law to aid rather than to defeat the owner's right. Therefore, redemption should be looked upon with favor and where no injury will follow, a liberal construction will be given to our redemption laws, specifically on the exercise of the right to redeem.⁴³

In fealty to the protection given by redemption laws to the original owners, and considering that no considerable harm will be caused to the buyer (who, in fact, will be paid two percent [2%] per month interest) — **as compared to the grave loss that a redemptioner will suffer when deprived of his or her property** — the right of redemption of Anita should be upheld. Consequently, mandamus does not lie to compel petitioner to cancel the Certificate of Redemption issued in favor of the heirs of Benigno and issue the final deed of conveyance in favor of respondent.

WHEREFORE, the Petition is hereby **GRANTED**. The Decision dated December 13, 2019 and Resolution dated September 23, 2020 of the Court of Appeals in CA-G.R. SP No. 11608 are **REVERSED and SET ASIDE**. The Petition for Mandamus and Damages in Civil Case No. CEB-39242 of respondent Alta Vista Golf and Country Club, Inc. is **DISMISSED**.

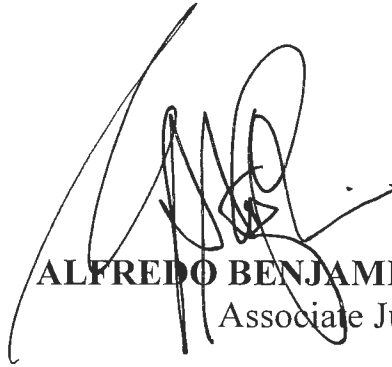
⁴¹ See *rollo*, p. 78.

⁴² *Id.* at 13.

⁴³ *City Mayor of Quezon City v. RCBC*, 640 Phil. 517, 529 (2010). Citation omitted.



SO ORDERED.

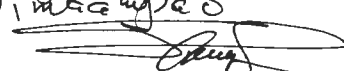


ALFREDO BENJAMIN S. CAGUIOA
Associate Justice


WE CONCUR:



HENRI JEAN PAUL B. INTING
Associate Justice

I join the dissent of J. Dimaampao


SAMUEL H. GAERLAN
Associate Justice

See attached Dissenting Opinion


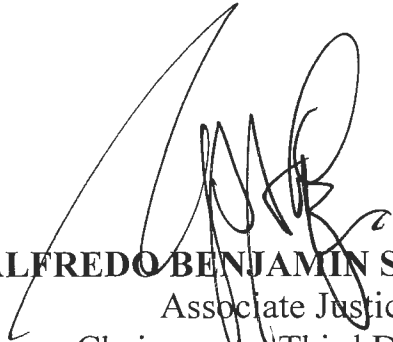
JAPAR B. DIMAAMPAO
Associate Justice



MARIA FILOMENA D. SINGH
Associate Justice

ATTESTATION

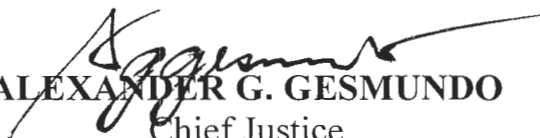
I attest that the conclusions in the above Decision had been reached in consultation before the case was assigned to the writer of the opinion of the Court's Division.



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

