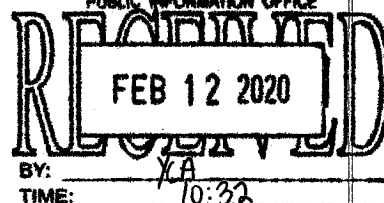




REPUBLIC OF THE PHILIPPINES
SUPREME COURT
Manila

SECOND DIVISION

SUPREME COURT OF THE PHILIPPINES
PUBLIC INFORMATION OFFICE



NOTICE

Sirs/Mesdames:

*Please take notice that the Court, Second Division, issued a Resolution dated **11 December 2019** which reads as follows:*

“G.R. No. 240387 (*Dominador Manalo vs. Real Estate Investors, Inc., represented by J. Antonio Leviste*).- This is a Petition for Review on *Certiorari*¹ challenging the January 25, 2018² and June 27, 2018³ Resolutions (assailed resolutions) of the Court of Appeals (CA) in CA-G.R. SP No. 150444.

Through the assailed resolutions, the CA sustained the March 7, 2017 Decision⁴ of the Parañaque City Regional Trial Court (RTC), which, in turn, reversed the Metropolitan Trial Court’s (MeTC) Decision⁵ dismissing the complaint for unlawful detainer filed by respondent Real Estate Investors, Inc. (REII) against petitioner Dominador Manalo (Manalo).

The Antecedent Facts

This litigation has been plagued by technicalities. From the MeTC to the CA, the case has been won and lost on grounds that have nothing to do with the substantive merits of the parties’ arguments. Even now, before the Court, it is prayed that this petition be dismissed for being filed out of time.

The subject of this case is a 41-square meter parcel of land situated in Parañaque City. The property was formerly a portion of a larger 1,384-square meter lot owned by REII.⁶

As evidenced by a Contract to Sell⁷ dated January 16, 1987, REII agreed to convey the subject property to Manalo upon the full payment of ₱26,650.00, payable in monthly installments over a five-year period. Manalo was eventually able to fully pay the purchase price.

¹ *Rollo*, pp. 21-48.

² Penned by Associate Justice Pedro B. Corales and concurred in by Associate Justices Jose C. Reyes, Jr. (now a Member of this Court) and Elihu A. Ybañez; *id.* at 50-53.

³ *Id.* at 55-56.

⁴ *Id.* at 64-66.

⁵ Not attached to the records.

⁶ *Id.* at 64.

⁷ *Id.* at 72-73.

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Unfortunately, Manalo was unable to secure a Torrens title over his newly-purchased parcel of land. Thus, he executed an uncaptioned document⁸ dated November 23, 1994 reconveying the property to REII in exchange for a unit in a condominium project to be built by the latter. Notably, Manalo's lot occupied a portion of the building's planned area.

Manalo was not alone. Several others who had purchased parcels of land from REII also decided to reconvey their properties for problems relating to the procurement of Torrens certificates. They joined Manalo in the execution of the aforementioned document, which reads:

Dear Gov. Leviste,

In view of the difficulty to secure individual titles of the lot we purchased in Edison Ave., Parañaque, Metro Manila, we hereby agree for you to build a condominium building therein and grant us the equivalent of the area of our lots by way of a condominium unit and on the condition that frontage lots will be given a commercial ground floor unit while rear lots will be given a residential unit.⁹

The controversy arose when Manalo refused to heed to REII's several demands to vacate the subject property. Because of his inaction, the latter could not begin the construction of its condominium project. Eventually, REII sent Manalo a letter¹⁰ dated January 23, 2015 demanding that he vacate the premises under threat of litigation. The company was allegedly sustaining pre-development costs amounting to ₱5,000,000.00 by reason of his inaction.

Because of Manalo's persistent refusal, REII, on June 11, 2015, filed a Complaint¹¹ for unlawful detainer before the MeTC of Parañaque.

After Manalo's Motion to Dismiss¹² was denied, he filed an Answer with Counter-Claims¹³ praying for the dismissal of the complaint, as well as an award of damages and attorney's fees. On the ground that the uncaptioned document of reconveyance was allegedly forged,¹⁴ he maintained that he was the owner of the subject property.¹⁵ Further, Manalo continued, assuming that the document was not a forgery, it is void *ab initio* for not being in the form of a public instrument.¹⁶ He pointed to Article 1358 of the New Civil Code, which requires contracts affecting real rights to appear in public documents.

⁸ Id. at 74.

⁹ Id.

¹⁰ Id. at 120-121.

¹¹ Id. at 67-71.

¹² Id. at 79-81.

¹³ Id. at 100-105.

¹⁴ Id. at 101.

¹⁵ Id. at 100-102

¹⁶ Id. at 101.

After a lengthy exchange of motions and pleadings, the MeTC rendered a decision dismissing REII's complaint for failure to comply with the jurisdictional requisite of prior demand. The trial court found that the registry receipt number of the demand letter dated January 23, 2015 did not match that contained in the Postmaster's Certification proving Manalo's receipt of said letter. It was therefore ruled that REII failed to prove that it had made any prior demand to vacate the premises.¹⁷

The RTC, however, found otherwise, giving credence to REII's explanation of the discrepancy. According to REII, the demand letter was sent twice. Since the letter was returned to sender the first time, REII's counsel attempted to mail it once again, this time under a new registry receipt number, the one appearing on the Postmaster's Certification.¹⁸

Strangely, the RTC did not touch upon the merits of the case, ordering Manalo to vacate the subject property simply because REII was able to prove that it had sent a demand letter. The *fallo* of the RTC's Decision dated March 7, 2017 reads:

WHEREFORE, the Decision of the court a quo is hereby reversed. [Manalo], his successors-in-interest and all persons claiming rights and interests under him are ordered to vacate the subject premises.

IT IS SO ORDERED.¹⁹

Before Manalo interposed an appeal with the CA, he filed a Motion for Extension of Time, praying for an additional 15 days within which to file a petition for review. The motion was subsequently granted through a Resolution dated May 16, 2017. However, REII moved for the reconsideration of the CA's resolution, pointing out that the motion for extension was belatedly filed. Since Manalo received the RTC's Decision on March 24, 2017, he only had until April 8, 2017 to file a motion for reconsideration or an appeal. Since he filed his motion for extension only on April 17, 2017, REII prayed that the appeal be dismissed.²⁰ The CA agreed and consequently issued the first assailed resolution, the dispositive portion of which reads:

WHEREFORE, respondent's Urgent Motion for Reconsideration is **GRANTED**. The Court's May 16, 2017 Resolution is **SET ASIDE** and the instant petition is hereby **DISMISSED**.

SO ORDERED.²¹ (Emphasis in the original)

¹⁷ Id. at 65.

¹⁸ Id. at 65-66.

¹⁹ Id. at 66.

²⁰ Id. at 50-52.

²¹ Id. at 53.

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It was then Manalo who moved for reconsideration. His motion having been denied, he comes to the Court praying for a relaxation of the rules of procedure so that he may fully ventilate the merits of his case.

The Issues

I.

WHETHER OR NOT THE CA ERRED IN DISMISSING MANALO'S APPEAL FOR BEING FILED OUT OF TIME

II.

WHO, BETWEEN REII AND MANALO, IS ENTITLED TO THE POSSESSION OF THE SUBJECT PROPERTY

The Court's Ruling

As mentioned at the outset, REII points out that Manalo has once again failed to comply with the rules on reglementary periods. It appears that Manalo was notified of the second assailed CA resolution on July 6, 2018. As such, he had until July 21, 2018 to file the instant petition, but since that day fell on a Saturday, he was given until the next working day, July 23, to do so.²² When July 23 came, Manalo filed an Urgent Motion for Extension of Time,²³ praying for an additional 45 days to file his petition for review on *certiorari*. The Court then issued a Resolution²⁴ dated August 6, 2018 granting Manalo's prayer, but giving him only 30 days, or until August 20, 2018 to submit the petition. Regrettably, Manalo filed this petition only on September 6, 2018.²⁵

The Petition is dismissible on this ground alone.

Enshrined is the rule that the right to appeal neither a natural right nor a component of due process. It is a mere statutory privilege.²⁶ Accordingly, appeals must be exercised in the manner and within the period provided by law.²⁷ It has been held that failure to perfect an appeal within the prescribed reglementary period renders the challenged judgment final and executory.²⁸ Having no jurisdiction to alter such judgments, an appellate court faced with a belatedly filed appeal must dismiss the same.²⁹

Here, the record shows that Manalo was guilty of belatedly filing not only the instant petition, but also his motion for extension of time before the

²² Id. at 234-235.

²³ Id. at 3-18.

²⁴ Id. at 19.

²⁵ Id. at 20.

²⁶ *Sibayan v. Costales*, 789 Phil. 1, 9 (2016).

²⁷ *Fenequito v. Vergara, Jr.*, 691 Phil. 335, 341-342 (2012).

²⁸ *ABS-CBN Publishing, Inc. v. Director of the Bureau of Trademarks*, G.R. No. 217916, June 20,

2018.

²⁹ Id.

CA. Surely, his recurring wanton disregard of procedural rules cannot be countenanced.

First, Manalo filed his motion for extension nine days late. Under the rules, such motions must be filed within the reglementary period for the filing of the petition for review,³⁰ viz.:

Section 1. How appeal taken; time for filing. — A party desiring to appeal from a decision of the Regional Trial Court rendered in the exercise of its appellate jurisdiction may file a verified petition for review with the Court of Appeals, paying at the same time to the clerk of said court the corresponding docket and other lawful fees, depositing the amount of P500.00 for costs, and furnishing the Regional Trial Court and the adverse party with a copy of the petition. The petition shall be filed and served within fifteen (15) days from notice of the decision sought to be reviewed or of the denial of petitioner's motion for new trial or reconsideration filed in due time after judgment. Upon proper motion and the payment of the full amount of the docket and other lawful fees and the deposit for costs before the expiration of the reglementary period, the Court of Appeals may grant an additional period of fifteen (15) days only within which to file the petition for review. No further extension shall be granted except for the most compelling reason and in no case to exceed fifteen (15) days.³¹ (Emphasis and underscoring supplied)

Since Manalo was notified of the RTC's decision on March 24, 2017, he only had until April 8, 2017 to file his motion for extension of time. However, he did so only on April 17, 2017. The CA was therefore correct in dismissing his petition for review. The mere lapse of the 15-day reglementary period meant that the RTC's March 7, 2017 Decision had already become final and executory, leaving the CA without jurisdiction to act on Manalo's appeal.

Next, when Manalo sought to elevate the assailed CA resolutions to the Court, he once again prayed for an extension of time to file his petition for review. He asked for 45 days, but the Court, through its August 6, 2018 Resolution granted him only 30 days, giving him until August 20, 2018 to file the instant petition for review on *certiorari*. However, this petition was filed only on September 6, 2018, long after the expiration of the extended reglementary period. In fact, even if the Court had granted Manalo the entire 45-day period prayed for, his petition would still have been filed two days late.

At this juncture, it is worth reiterating the Court's pronouncement in *Santos v. Court of Appeals*:³²

Procedural rules are not to be disdained as mere technicalities that may be ignored at will to suit the convenience of a party. Adjective law is

³⁰ See *Cosmo Entertainment Management, Inc. v. La Ville Com'l. Corp.*, 480 Phil. 575, 582 (2004).
³¹ RULES OF COURT, Rule 42, Sec. 1.
³² 275 Phil. 894 (1991).

important in insuring the effective enforcement of substantive rights through the orderly and speedy administration of justice. These rules are not intended to hamper litigants or complicate litigation but, indeed, to provide for a system under which suitors may be heard in the correct form and manner and at the prescribed time in a peaceful confrontation before a judge whose authority they acknowledge. The other alternative is the settlement of their conflict through the barrel of a gun.³³

One key objective of the rules on procedure is to ensure the swift administration of justice. No set of rules serves this purpose more directly than the rules on reglementary periods. Verily, it has been held that “the requirements for perfecting an appeal within the reglementary period specified in the law must be strictly followed as they are considered indispensable interdictions against needless delays.”³⁴ Manalo, through his failure to act on time, has subverted the cardinal purpose of the rules. The fact that he is twice guilty of belated filing only serves to highlight his indifference toward the speedy resolution of this dispute. It certainly does not help his case that the action originally instituted, unlawful detainer, is governed by the rules on summary procedure.

Nevertheless, Manalo prays for a relaxation of the rules. Considering that he stands to be evicted from his family home, he argues that the Court should afford him every opportunity to be heard.

The relaxation of the periods governing appeals is done only in exceptional cases.³⁵ The Court finds no reason to simply turn a blind eye to Manalo’s blatant violation of the rules.

For one, the house, if any, situated on the subject property cannot be considered Manalo’s family home. The Family Code clearly requires:

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

Nevertheless, property that is the subject of a conditional sale on installments where ownership is reserved by the vendor only to guarantee payment of the purchase price may be constituted as a family home.³⁶ (Emphasis and underscoring supplied)

Jurisprudence has interpreted this provision to mean that the lot on which the family home stands must be owned by either or both of the spouses,

³³ Id. at 898.

³⁴ *De Leon v. Hercules Agro Industrial Corp.*, 734 Phil. 652, 660 (2014).

³⁵ *Bañez v. Social Security System*, 739 Phil. 14, 155 (2014).

³⁶ FAMILY CODE, Article 156.

or by the unmarried head of the family.³⁷

In this case, the record shows that it is REII that owns the subject property. Manalo does not dispute this. Recall that after the lot was sold to him through the Contract to Sell dated January 16, 1987, he executed another document dated November 23, 1994 reconveying the same to REII in exchange for a condominium unit. The Court therefore lends no credence to Manalo's assertion that his failure to observe the prescribed reglementary periods should be excused since this case involves his alleged family home. Dismissal, therefore, is in order.

That said, even if the Court were to resolve the merits of this case, the same result obtains.

Since this case originated as an action for unlawful detainer, it is only right that the Court determines who between REII and Manalo is entitled to the possession of the subject property.

It is elementary that the owner of real property is entitled to the possession thereof as an attribute of his or her ownership.³⁸ Here, as stated above, the owner of the subject property is REII. Since it chose to file an ejectment case, anchoring its right to possession on ownership, it was charged with proving the following:

(i) initially, possession of property by the defendant was by contract with or by tolerance of the plaintiff;

(ii) eventually, such possession became illegal upon notice by plaintiff to defendant of the termination of the latter's right of possession;

(iii) thereafter, the defendant remained in possession of the property and deprived the plaintiff of the enjoyment thereof; and

(iv) within one year from the last demand on defendant to vacate the property, the plaintiff instituted the complaint for ejectment.³⁹

The record shows that all of the above have been established, and Manalo, in his petition, does not dispute this.

First, Manalo entered into possession of the subject property by virtue of the Contract to Sell. He had already been occupying the lot even before the full payment of the purchase price, which, as stipulated, would operate to vest ownership in him. His possession, therefore, was by virtue of his contract with REII.

³⁷ *Cabang v. Spouses Basay*, 601 Phil. 167, 178 (2009).

³⁸ *Javelosa v. Tapus*, G.R. No. 204361, July 4, 2018.

³⁹ *Id.*

Second, Manalo's right to possess terminated upon the reconveyance of the subject property and REII's subsequent demand to vacate. With the execution of the uncaptioned document, Manalo transferred the lot's ownership to REII and, in so doing, he lost his right to possess the same. To be sure, he has not shown anything—in the form of contract or REII's tolerance—that would legally entitle him to stay in the premises.

Third, Manalo's refusal to vacate meant that REII was deprived of its right to enjoy possession of the subject property. As alleged by REII, it was unable to begin the construction of its condominium project because of Manalo's persistent refusal to heed to its demands to vacate.

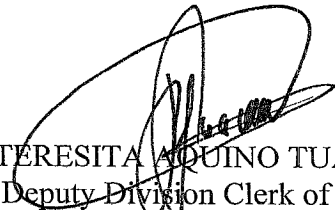
Lastly, REII instituted its complaint within one year from its last demand upon Manalo to vacate. The Certification⁴⁰ of Postmaster Glenn V. Granados states that REII's demand letter was received by Manalo's wife on February 24, 2015, while the record shows that the complaint was filed on June 11, 2015. This is clearly in compliance with the one-year period provided in the rules.

Considering the foregoing, REII has clearly established a case for unlawful detainer against Manalo. As the owner of the subject property, it has every right to enjoy the possession thereof. Manalo, without proof of anything that entitles him to hold the lot, possesses the same illegally. Through his refusal to vacate, REII has been deprived of the property's enjoyment, for which it has been unable to commence the construction of its condominium project. The RTC therefore did not err in ordering Manalo's eviction therefrom.

WHEREFORE, the Petition is **DENIED**. The Resolutions dated January 25, 2018 and June 27, 2018 of the Court of Appeals in CA-G.R. SP No. 150444 are hereby **AFFIRMED**.

SO ORDERED."

Very truly yours,



TERESITA AQUINO TUAZON
Deputy Division Clerk of Court

⁴⁰ Rollo, p. 122.

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