

FIRST DIVISION

[G.R. No. 116805, June 22, 2000]

**MARIO S. ESPINA, petitioner, vs. THE COURT OF APPEALS and
RENE G. DIAZ, respondents.**

D E C I S I O N

PARDO, J.:

The case before the Court is an appeal from a decision of the Court of Appeals^[1] reversing that of the Regional Trial Court, Antipolo, Rizal,^[2] affirming in all respects the decision of the Municipal Trial Court, Antipolo, Rizal,^[3] ordering respondent Rene G. Diaz to vacate the condominium unit owned by petitioner and to pay back current rentals, attorney's fees and costs.

The facts, as found by the Court of Appeals, are as follows:

"Mario S. Espina is the registered owner of a Condominium Unit No. 403, Victoria Valley Condominium, Valley Golf Subdivision, Antipolo, Rizal. Such ownership is evidenced by Condominium Certificate of Title No. N-10 (p. 31, Rollo).

"On November 29, 1991, Mario S. Espina, the private respondent as seller, and Rene G. Diaz, the petitioner as buyer, executed a Provisional Deed of Sale, whereby the former sold to the latter the aforesaid condominium unit for the amount of P100,000.00 to be paid upon the execution of the contract and the balance to be paid through PCI Bank postdated checks as follows:

- "1. P400,000.00
Check No. 301245
January 15, 1992
- "2. P200,000.00
Check No. 301246
February 1, 1992
- "3. P200,000.00
Check No. 301247
February 22, 1992
- "4. P200,000.00
Check No. 301248
March 14, 1992
- "5. P200,000.00
Check No. 301249
April 4, 1992
- "6. P200,000.00

Check No. 301250
April 25, 1992
(pp. 59-61, Rollo).

"Subsequently, in a letter dated January 22, 1992, petitioner informed private respondent that his checking account with PCI Bank has been closed and a new checking account with the same drawee bank is opened for practical purposes. The letter further stated that the postdated checks issued will be replaced with new ones in the same drawee bank (p. 63, Rollo).

"On January 25, 1992, petitioner through Ms. Socorro Diaz, wife of petitioner, paid private respondent Mario Espina P200,000.00, acknowledged by him as partial payment for the condominium unit subject of this controversy (p.64, Rollo).

"On July 26, 1992, private respondent sent petitioner a "Notice of Cancellation" of the Provisional Deed of Sale (p. 48, Rollo).

"However, despite the Notice of Cancellation from private respondent, the latter accepted payment from petitioner per Metrobank Check No. 395694 dated and encashed on October 28, 1992 in the amount of P 100,000.00 (p. 64, Rollo).

"On February 24, 1993, private respondent filed a complaint docketed as Civil Case No. 2104 for Unlawful Detainer against petitioner before the Municipal Trial Court of Antipolo, Branch 1.

"On November 12, 1993, the trial court rendered its decision, the dispositive portion of which reads:

` WHEREFORE, in view of the foregoing consideration, judgment is hereby rendered ordering the defendant and all persons claiming rights under him to vacate unit 403 of the Victoria Golf Valley Condominium, Valley Golf Subdivision, Antipolo, Rizal; to pay the total arrears of P126,000.00, covering the period July 1991 up to the filing (sic) complaint, and to pay P7,000.00 every month thereafter as rentals unit (sic) he vacates the premises; to pay the amount of P5,000.00 as and attorney's fees; the amount of P300.00 per appearance, and costs of suit.

` However, the plaintiff may refund to the defendant the balance from (sic) P400,000.00 after deducting all the total obligations of the defendant as specified in the decision from receipt of said decision.

` SO ORDERED.' (Decision, Annex "B"; p. 27, Rollo)

"From the said decision, petitioner appealed to the Regional Trial Court Branch 71, Antipolo, Rizal. On April 29, 1994, said appellate court affirmed in all respects the decision of the trial court."^[4]