

SECOND DIVISION

[G.R. No. 108522, January 29, 1996]

GERARDO A. DEL MUNDO, PETITIONER, VS. HONORABLE COURT OF APPEALS, HON. TEODORO P. REGINO, PRESIDING JUDGE OF BRANCH 84, REGIONAL TRIAL COURT OF QUEZON CITY, METRO MANILA, DIONISIO PASCUAL, JR., DEPUTY SHERIFF, REGIONAL TRIAL COURT OF QUEZON CITY, AND SPOUSES CARLOS NAVA AND ALEJANDRA NAVA, RESPONDENTS.

DECISION

ROMERO, J.:

This petition for review seeks a reversal of the decision of the Court of Appeals in CA-G.R. CV No. 33251 entitled "Gerardo A. Del Mundo vs. Spouses Carlos and Alejandra Nava,"^[1] and a declaration that the Writ of Execution by respondent Regional Trial Court Judge in Civil Case No. Q-92-12438^[2] is null and void.

The antecedent facts from which this case arose are as follows:

Private respondent Alejandra Nava was a former client of petitioner Gerardo A. del Mundo. The spouses Carlos and Alejandra Nava owned a house and lot located in Project 6, Quezon City covered by TCT No. 256140 which was mortgaged to the Philippine Veterans Bank. In 1981, before the spouses Nava migrated to the United States, this residential property was leased by petitioner. In a lease contract denominated as Agreement of Lease with Option to Purchase, private respondent spouses agreed to lease the property to petitioner for one year, with a monthly rental of P2,500.00. The del Mundo family moved into the house upon execution of the lease contract. Petitioner was given until October 16, 1982 to exercise his option to buy the property.

Petitioner was unable to exercise his option to purchase because he had no money. While respondent spouses were in the United States, petitioner sent them a Deed of Sale with Assignment of Mortgage.^[3] He asked the spouses Nava to sign the said Deed ostensibly to enable him to borrow part of the purchase price in the sum of P470,000.00 from the bank. Petitioner also sent them an Addendum to the Deed of Sale which states that he will also assume her obligations to Mrs. Ligaya Gonzales and to Pablo Nava. After several letters,^[4] petitioner succeeded in persuading the spouses Nava to trust him and to sign the Deed of Sale with Assignment of Mortgage and the Addendum even without receiving consideration for the property.

Private respondent Alejandra Nava lost faith in petitioner because he did not comply with his promise to pay the P174,000.00 obligation to the Philippine Veteran's Bank, the P166,000.00 indebtedness to Mrs. Ligaya Gonzales and her P40,000.00 obligation to Pablo Nava. On March 16, 1983, private respondent spouses Nava executed a Revocation of Deed of Sale with Assignment of Mortgage which was duly

notarized by a County Clerk of the Superior Court of California and certified by Vice Consul Danilo Bacalzo of the Philippine Consulate General in California, U.S.A. The Deed of Sale with Assignment of Mortgage in favor of petitioner and his wife was revoked and canceled by private respondent spouses because the former had not yet paid the private respondent spouses and Mrs. Ligaya Gonzales.^[5]

On August 11, 1983, private respondent spouses through their attorney-in-fact Bayani Sy, filed a complaint for Unlawful Detainer (Civil Case No. 44181) against petitioner before the Metropolitan Trial Court of Quezon City, Branch 43. Petitioner was ordered to vacate the premises, pay rent and attorney's fees in a decision dated March 26, 1992. Petitioner appealed to the Regional Trial Court and the unlawful detainer suit was docketed as Civil Case No. Q-92-12438.^[6] Upon motion by private respondent spouses, Judge Teodoro P. Regino ordered the issuance of a writ of execution pending appeal on January 14, 1993.^[7] In the instant petition for certiorari, petitioner assails the issuance of the writ on the ground that the Metropolitan Trial Court did not have jurisdiction over the ejectment case.

On June 30, 1993, the Regional Trial Court rendered its decision on the ejectment case on appeal. The judgment of the Metropolitan Trial Court was merely modified by increasing the attorney's fees and costs to be paid by petitioner.^[8]

A disbarment case was also filed by private respondent Alejandra Nava against petitioner before this Court (Administrative Case No. 2607) on November 22, 1983. This administrative case was dismissed on May 16, 1984.

On November 5, 1985, a Petition for Declaratory Relief to Quiet Title was filed by herein petitioner before the Regional Trial Court of Quezon City, Branch 79 (hereinafter referred to as Special Civil Action No. Q-46386).^[9] The trial court rendered a decision on May 31, 1991 in favor of private respondents.^[10] The dispositive portion of said decision reads:

"WHEREFORE, a decision is hereby rendered in this case as follows:

1. The instant petition for declaratory relief with damages and injunction is dismissed for lack of merit.
2. The writ of preliminary injunction issued in this case on June 2, 1986 against respondents is hereby cancelled.
3. The damages claimed by petitioner (moral, exemplary, attorney's fees, and penalty charged) are hereby dismissed for lack of merit.
4. On the counterclaim of the respondents, the Court orders petitioner to pay respondents spouses Carlos and Alejandra Nava a sum of P30,000.00 by way of moral damages, and to pay Bayani Sy P10,000.00 by way of moral damages.
5. The Deed of Sale with Assignment of Mortgage (Exhs. B, B-1, to B-13) is hereby declared null and void.

6. The Revocation of Deed of Sale with Assignment of Mortgage (Exh. 27) is hereby declared valid and binding to both parties.

7. The claim for attorney's fees on the counterclaim is dismissed for failure to establish the claim with sufficient evidence.

With costs against petitioner.

SO ORDERED."^[11]

Petitioner appealed this decision on the declaratory relief suit (Special Civil Action No. Q-46386) to the Court of Appeals.^[12] It is petitioner's contention that the notarized Deed of Sale with Assignment of Mortgage signed by the spouses Nava conclusively shows that there was consideration for the contract of sale. He likewise questioned the validity of the private respondent's formal offer of documentary exhibits below.

On August 24, 1992 respondent Court of Appeals dismissed petitioner's appeal (CA-G.R. CV No. 33251) and affirmed the decision of the trial court in toto.^[13] On January 14, 1993, respondent appellate court denied petitioner's motion for reconsideration for lack of merit.^[14]

Petitioner's latest recourse is through the instant petition for certiorari^[15] where he maintains that the Court of Appeals erred in affirming the dismissal of the declaratory relief case (Special Civil Action No. Q-46386). More particularly, petitioner contends that respondent court erred in not upholding the validity of the Deed of Sale with Assignment of Mortgage; in giving credence to parol evidence over the written instrument; in holding that the documentary evidence of private respondents have been formally offered and in giving full weight to private respondent's evidence which is based on deposition upon written interrogatories. In addition, petitioner maintains that the respondent RTC judge committed grave abuse of discretion in ordering the issuance of the writ of execution in the unlawful detainer case (Civil Case No. 92-12438).

The Court notes that there is a misjoinder of causes of action in the instant petition.^[16] Petitioner sought a review of the decision of the Court of Appeals in the declaratory relief case he filed and a declaration of nullity of the writ of execution issued in the ejectment case filed by private respondents against him. By doing so, petitioner, a lawyer who represented himself in the case at bench, revealed a lack of understanding of the legal remedies provided by Rule 45 and Rule 65 of the Rules of Court.

The writ of certiorari is granted when any tribunal acts without or in excess of its jurisdiction or with grave abuse of discretion.^[17] Errors in judgment are not proper in a petition for certiorari. These are raised in a petition for review.^[18]

The petition deals with two separate and distinct cases having different causes of action: Special Civil Action No. Q-46386 for declaratory relief under Rule 64 and

Civil Case No. Q-92-12438[19] for unlawful detainer under Rule 70. The former results in the determination of the legal rights of the parties under a contract, such as the disputed Deed of Sale with Assignment of Mortgage,^[20] while ejectment involves the issue of possession only.^[21] The ejectment case was for deprivation of possession while an action to quiet title is based on ownership.^[22]

It is significant to note that while the instant petition is denominated as one for certiorari under Rule 65 of the Rules of Court, the errors are more properly addressed in a petition for review under Rule 45. We, therefore, treat this as a petition for review of the decision of the Court of Appeals in the declaratory relief case (Special Civil Action No. Q-46386) filed by petitioner del Mundo.

Petitioner in the main contends that the Deed of Sale with Assignment of Mortgage executed by the parties is valid, thus making him the owner of the property. However, the Regional Trial Court and respondent Court of Appeals ruled against him and held that the Deed was simulated and was made without consideration.

The errors raised by petitioner are clearly factual in nature. There is no justification to depart from the well-settled principle laid down in a long line of cases that the findings of fact of the lower courts, the trial court and the Court of Appeals, are, as a general rule, binding and conclusive upon this Court.^[23] There is likewise no basis to review the factual conclusions of the Regional Trial Court, particularly since respondent Court of Appeals adopted them as its own and found them to be in order.

Moreover, we agree with respondent appellate court in sustaining the trial court's findings:

"a) Appellant's allegation that he paid the amount of P476,000.00 to Mrs. Nava in his law office was not corroborated by any of the office personnel allegedly present at that time;

b) There was no receipt of payment signed by the Navas presented in evidence;

c) Appellant's allegation that he paid the consideration in his office is in conflict with his statement in his affidavit-complaint (Exh. 32-a-1) that he paid the said amount at the City Hall of Manila.

d) His payment of the rentals on the premises in question for the months of December 1981 and January 1982; and his failure to declare the property in question in his name and his non-payment of the realty taxes due thereon, are clear indications that at the time of the alleged sale, he still recognized the Navas as the owners of the premises in question.

e) The series of letters he sent to the Navas who were in the United States (Exhs. 16 to 24) from March to June 1982 would show that he has not paid the consideration as he was then requesting the Navas to sign the prepared documents and return them to him, so that he may use them in applying for a bank loan the proceeds of which will be used in