

SECOND DIVISION

[G.R. No. 158836, September 30, 2015]

SUNRISE GARDEN CORPORATION, PETITIONER, VS. COURT OF APPEALS AND FIRST ALLIANCE REAL ESTATE DEVELOPMENT, INC., RESPONDENTS.

[G.R. No. 158967]

REPUBLIC OF THE PHILIPPINES, REPRESENTED BY ANTIPOLO CITY, PETITIONER, VS. COURT OF APPEALS AND FIRST ALLIANCE REAL ESTATE DEVELOPMENT, INC., RESPONDENT.

[G.R. No. 160726]

REPUBLIC OF THE PHILIPPINES, REPRESENTED BY ANTIPOLO CITY, PETITIONER, VS. FIRST ALLIANCE REAL ESTATE DEVELOPMENT, INC., RESPONDENT.

[G.R. No. 160778]

SUNRISE GARDEN CORPORATION, PETITIONER, VS. FIRST ALLIANCE REAL ESTATE DEVELOPMENT, INC., RESPONDENT.

DECISION

LEONEN, J.:

A person who is not a party in the main action cannot be the subject of the ancillary writ of preliminary injunction. These consolidated petitions arose out of a pending case between Sunrise Garden Corporation and Hardrock Aggregates, Inc. First Alliance Real Estate Development, Inc. was not a party to that case.

In 1998, the Sangguniang Panlungsod of Antipolo City passed City Ordinance No. 08-98^[1] entitled "An Ordinance Creating a Technical Committee to Conduct a Feasibility Study, Preliminary and Parcellary Survey for the Proposed Construction of a City Road Connecting Four (4) Barangays in Antipolo City (Barangay Cupang, Mayamot, Mabugan and Munting Dilao) Starting From the Boundary of Cupang and Rancho Estate Subdivision in Marikina City Traversing Marcos Highway and Sumulong Highway Up to Barangay Munting Dilao, Antipolo City Exiting or Egressing to Imelda Avenue, Cainta, Rizal and Appropriating the Amount of Five Million (P5,000,000.00) Pesos Therefore."^[2]

In 1999, the Sangguniang Barangay of Cupang requested the Sangguniang Panlungsod of Antipolo City to construct a city road to connect Barangay Cupang and Marcos Highway.^[3] The request was approved through the enactment of Resolusyon Big. 027-99.^[4]

The Technical Committee created by City Ordinance No. 08-98 posted notices to property owners that would be affected by the construction of the city road.^[5] The notices stated:

NOTICE TO THE PUBLIC

PURSUANT TO CITY ORDINANCE NO. 08-98 DATED: NOVEMBER 11, 1998 AND BARANGAY RESOLUTION NO. 027-99 OF CUPANG BARANGAY COUNCIL, DATED SEPTEMBER 10, 1999, CITY ROAD (PHASE I), THE GENERAL PUBLIC IS HEREBY NOTIFIED THAT THE CITY GOVERNMENT OF ANTIPOLO IS GOING TO CONSTRUCT THE 20.00 METERS WIDE CITY ROAD, LINKING MARCOS HIGHWAY TO ANTIPOLO-SAN MATEO NATIONAL ROAD (C-6), ALL PROPERTY OWNERS AFFECTED ARE ENJOINED TO SEE THE PLANNING OFFICER OF ANTIPOLO CITY FOR DETAILS OF THE PROGRAM.^[6]

In 2002, Engr. Eligio Cruz, Project Coordinator, submitted a report^[7] to the City Mayor,^[8] a portion of which states:

3. Pilot Road had been determined and property owners had been appraised [sic] like M[r]. Armando Carpio who owns majority of the affected lots[,] Mr. Alonzo Espanola of Hard Rock, Heavens Gate, Josefma Santos through Mr. Manuel Santos, Jr., Heirs of Crispulo Zapanta through Vice Mayor Lorenzo Zapanta, Gaudencio Caluma, RCR Realty, Maxima Matias, Heirs of Gabriel Martinez through Sec. Martinez an[d] several actual occupants in the course traversed by the Pilot Road[.]^[9]

Sunrise Garden Corporation was an affected landowner. Its property was located in Barangay Cupang, which Sunrise Garden Corporation planned to develop into a memorial park.^[10]

Sunrise Garden Corporation, through Cesar T. Guy, Chair of the Board of Directors, executed an Undertaking^[11] where Sunrise Garden Corporation would construct the city road at its own expense, subject to reimbursement through tax credits.^[12] A portion of the Undertaking states:

That I am the owner in fee simple of several parcels of land situated at Cupang, Antipolo, Rizal with a consolidated area of 116 Hectares, more or less;

. . . .

That I have applied for the development of the aforestated consolidated lots into a memorial park known as "**SUNRISE GARDEN**";

That setting aside of and/or providing a 6 hectares City Park is among the conditions set forth by the Antipolo, [sic] City council in the approval of the said project;

. . . .

That I am willing to undertake and finance development of the City Park and City Road connecting Marcos Highway to Marikina - San Mateo - Antipolo National Highway which cost shall be applied to our [t]axes and other fees payable to the City Government;

That I am willing to sign and execute all legal instrument necessary to transfer ownership of the same to the City government[.][13]

The city road project, thus, became a joint project of the Sangguniang Panlungsod of Antipolo, Barangay Cupang, Barangay Mayamot, and Sunrise Garden Corporation. [14]

Sunrise Garden Corporation's contractor[15] began to position its construction equipment.[16] However, armed guards,[17] allegedly hired by Hardrock Aggregates, Inc., prevented Sunrise Garden Corporation's contractor from using an access road to move the construction equipment.[18]

On January 24, 2002, Sunrise Garden Corporation filed a Complaint[19] for damages with prayer for temporary restraining order and writ of preliminary injunction against Hardrock Aggregates, Inc.[20]

Hardrock Aggregates, Inc. filed its Answer to the Complaint.[21]

The trial court issued a temporary restraining order on February 15, 2002, "directing Hardrock to cease and desist from preventing/blocking the contractor in moving its equipments to the site of the proposed city road." [22]

Undaunted by the temporary restraining order, Hardrock Aggregates, Inc. continued to block the movement of the construction equipment. [23]

On March 19, 2002, the trial court ordered the issuance of a Writ of Preliminary Injunction, subject to the posting of a bond by Sunrise Garden Corporation. [24] On March 22, 2002, the Writ of Preliminary Injunction was issued. [25]

While the Complaint was pending, informal settlers started to encroach on the area of the proposed city road. [26]

Sunrise Garden Corporation, thus, filed a Motion and Manifestation on May 16, 2002, [27] praying for the amendment of the Writ of Preliminary Injunction "to include any and all persons or group of persons from interfering, preventing or obstructing all of petitioner's contractors, equipment personnel and representatives in proceeding with the construction of the city road as authorized by Ordinance No. 08-98 of Antipolo City." [28]

The trial court granted Sunrise Garden Corporation's Motion and Manifestation and issued an Amended Writ of Preliminary Injunction [29] on May 22, 2002, [30] stating:

IT IS HEREBY ORDERED by the undersigned Judge of this Court, that, until further orders, you, the said defendant and all your attorneys,

representatives, agents and any other persons assisting you including any and all persons or groups of persons from interfering, preventing or obstructing all of plaintiff's contractors, equipment personnel and representatives in proceeding with the construction of a new access road as authorized by the Antipolo City Government and Barangay Cupang, leading to its memorial project site. As necessary, the services of Deputy Sheriff Rolando P. Palmares can be sought to enforce this Writ.

Antipolo City, this 22nd day of May 2002.^[31]

In compliance with the Amended Writ of Preliminary Injunction, the informal settlers allowed the construction equipment passage to the city road project. The construction of the city road then continued.^[32]

Thereafter, armed guards of K-9 Security Agency, allegedly hired by First Alliance Real Estate Development, Inc.,^[33] blocked Sunrise Garden Corporation's contractor's employees and prevented them from proceeding with the construction.^[34]

First Alliance Real Estate Development, Inc., through its representative Mr. Boy Pineda, requested to have a dialogue with Sunrise Garden Corporation.^[35] It was agreed that the meeting would be between the representatives of First Alliance Real Estate Development, Inc. and Sunrise Garden Corporation.^[36] A meeting was scheduled on October 8, 2002 to be held at the Office of the City Planning.^[37] On the day of the meeting, First Alliance Real Estate Development, Inc.'s representative, however, did not arrive.^[38]

A verification with the Business Permit, License and Franchising Office of the City Mayor^[39] revealed that First Alliance Real Estate Development, Inc. had no business record, and K-9 Security Agency had no permit to post guards.^[40]

A Motion to cite K-9 Security Agency in contempt was filed on October 11, 2002^[41] by Sunrise Garden Corporation.^[42]

On November 11, 2002, K-9 Security Agency, joined by First Alliance Real Estate Development, Inc. and represented by the same counsel,^[43] opposed the Motion to cite them in contempt, raising the defense of lack of jurisdiction over their persons, since they were not bound by the Amended Writ of Preliminary Injunction.^[44] The Opposition^[45] stated that:

1.3 The purpose of the Writ of Injunction is to preserve the relation between the parties during the pendency of the suit. *This cannot be applied to K-9 and the Security Guards who are not parties in the case. Neither did they claim authority from the defendant, for which reason this Honorable Court did not acquire jurisdiction over them and could not validly enforce the Amended Writ of Injunction against them*

. . . .

1.5 Moreover, insofar as the K-9 and the Security Guards are concerned,

the amended Writ of Injunction is void, for lack of notice to them, in accordance with Sec. 5, Rule 58, Rules of Civil Procedure quoted in part as follows:

"Section 5. Preliminary Injunction not granted without notice; exception - no preliminary injunction shall be granted without hearing and prior notice to the party or person sought to be enjoined xxx."^[46] (Emphasis supplied, citation omitted)

It was further alleged in the Opposition that Sunrise Garden Corporation was intruding into First Alliance Real Estate Development, Inc.'s titled properties.^[47]

On November 15, 2002, Sunrise Garden Corporation filed an Ex-parte Motion to require K-9 Security Agency and First Alliance Real Estate Development, Inc. to comply with the May 22, 2002 Amended Writ of Preliminary Injunction.^[48]

The trial court granted Sunrise Garden Corporation's Motion and issued an Order dated November 22, 2002 requiring K-9 Security Agency to comply with the Amended Writ of Preliminary Injunction.^[49]

Despite the issuance of the Order to comply, security guards dressed in civilian clothes still allegedly prevented the workers from proceeding to the construction site on November 28, 2002.^[50]

Engr. Eligio Cruz, the Project Coordinator, spoke to the guards of K-9 Security Agency on the site and showed them a copy of the Order issued by the trial court.^[51] A copy of the Order shown to the guards was allegedly already served by Sheriff Roland Palmares and received by K-9 Security Agency's Bagong Nayon Office and First Alliance Real Estate Development, Inc.^[52] However, the guards replied that they were under Forefront Security Agency, not K-9 Security Agency.^[53] The guards informed Engr. Eligio Cruz that First Alliance Real Estate Development, Inc. ordered them not to allow the city road construction.^[54]

On November 29, 2002, Engr. Eligio Cruz wrote a letter-report^[55] to Hon. Mauricio M. Rivera, Executive Judge of the Regional Trial Court of Antipolo City,^[56] as follows:

Relative to the Order dated November 22, 2002, I wish to inform this Honorable Court that on November 28, 2002 at about 1:30 P.M. several K-9 Security Guards dressed in civilian clothes armed with shotguns, scattered and deployed in ambush position on the mountain slope of the property of Armando Carpio, blocked the bulldozer [sic] clearing the City Road which had barely began [sic].

The undersigned explained to the four guards who approached the contents of the Order and showed to the team leader (who refused to give his name) the copy served by Sheriff Roland Palmares and received by their Bagong Nayon Office as well as their principal First Alliance Realty Corp.