

## FIRST DIVISION

[ G.R. No. 167284, July 06, 2011 ]

**THE ESTATE OF SOLEDAD MANINANG AND THE LAW FIRM OF  
QUISUMBING TORRES, PETITIONERS, VS. THE HONORABLE  
COURT OF APPEALS, SPOUSES SALVACION SERRANO LADANGA \*  
AND AGUSTIN LADANGA, \*\* AND BERNARDO ASENETA,  
RESPONDENTS.**

### D E C I S I O N

**DEL CASTILLO, J.:**

An act will be struck down for having been done with grave abuse of discretion only when the abuse of discretion is patent and gross. [1]

Before the Court is a Petition for *Certiorari* and *Mandamus* [2] under Rule 65 of the Rules of Court assailing the June 1, 2004 [3] and December 29, 2004 [4] Resolutions of the Court of Appeals (CA) in CA-G.R. CV No. 51242, entitled *Bernardo Aseneta v. Spouses Salvacion Serrano Ladanga and Agustin Ladanga* where the CA refused to act on petitioners' Motion for Partial Reconsideration of the November 7, 2000 Decision [5] in the said case. The dispositive portion of the assailed June 1, 2004 Resolution reads:

ACCORDINGLY, on account of the pendency before the Supreme Court of a petition for review filed by defendant-appellant Agustin Ladanga from the decision of the Court, the Court will again refrain from acting on the aforesaid Motion for Partial Reconsideration.

SO ORDERED. [6]

The assailed December 29, 2004 Resolution, [7] on the other hand, denied the petitioners' motion for reconsideration of the June 1, 2004 Resolution.

Petitioners seek (1) to annul and set aside the aforesaid Resolutions for having been issued with grave abuse of discretion amounting to lack or excess of jurisdiction; and (2) to require the CA to act on their earlier Motion for Joinder of Additional Parties, as well as their Motion for Partial Reconsideration.

#### ***Factual antecedents***

In 1975, during her lifetime, Clemencia Aseneta (Clemencia), through her adopted son and judicially-appointed guardian, [8] respondent Bernardo Aseneta (Bernardo), filed a reconveyance case [9] (Reconveyance Case) against respondent-spouses

Salvacion and Agustin Ladanga (spouses Ladanga) before Branch 93 of the Regional Trial Court of Quezon City. The complaint sought to annul the Deeds of Sale allegedly executed by Clemencia in favor of the spouses Ladanga over a Diliman property [10] and a Cubao property [11] on grounds of lack of intent to convey and lack of consideration. In 1977, Clemencia died during the pendency of the reconveyance case and was substituted as plaintiff by her known putative heir, Bernardo. [12]

Meanwhile, Clemencia's death also brought about estate settlement proceedings (Probate Case) between Soledad Maninang (Maninang), represented by petitioner Law Firm of Quisumbing Torres (QT), and Bernardo. Maninang claimed that Clemencia bequeathed to her the entire estate in her last will and testament. Bernardo countered that the will is void on the ground of preterition.

This Probate Case was eventually decided based on a compromise agreement executed by Bernardo, Maninang, and their respective counsels. The compromise agreement identified certain properties of the estate and provided for their distribution among the parties. It further provided that as to "*any other properties, known or unknown*," Maninang would get 35% interest while QT would get 15% interest. The following are the relevant excerpts from the November 5, 1992 Decision Based on Compromise Agreement in the Probate Case:

BERNARDO ASENETA and the ESTATE OF SOLEDAD L. MANINANG, assisted by their respective counsels, respectfully state:

1. On 6 October 1992, they have reached and concluded a mutually satisfactory settlement of their claims in the above-referenced cases. Consequently, they freely entered into and executed a Compromise Agreement to effect a prompt distribution of the Estate of Clemencia A. Aseneta, as follows:

WHEREAS, the parties hereto are the sole claimants to the estate of Clemencia A. Aseneta x x x presently the subject of consolidated Special Proceeding Nos. Q-23304 and 8569 in the Regional Trial Court of Pasig, Branch 161, and Special Proceeding No. M-2176 in the Regional Trial Court of Makati, Branch 145;

WHEREAS, the deceased Clemencia A. Aseneta left no other heirs;

x x x x

WHEREAS, MANINANG is indebted to the law firms of N.J. Quisumbing & Associates and Quisumbing Torres & Evangelista (QTE) for professional services rendered in the aforesaid estate proceedings in an amount equivalent to thirty percent (30%) of MANINANG's recovery of inheritance, and therefore MANINANG has assigned directly to QTE, a thirty percent (30%) share of her distributions under this

Compromise Agreement;

x x x x

NOW, THEREFORE, the parties hereto agree as follows:

1. The aforesaid real properties of the Estate shall belong and be distributed to the parties hereto and to ALGR [Bernardo's counsel] and QTE, as follows:

x x x x

(h) **Any other real properties, known or unknown**, to ASENETA (37.5% undivided interest), to ALGR (12.5% undivided interest), **to MANINANG (35% undivided interest), and to QTE (15% undivided interest)**

x x x x

6. The Estate shall be distributed, as soon as possible after approval of this Compromise Agreement, in accordance with the terms hereof, and the parties hereto shall voluntarily hand over whatever titles, cases, papers, documents, exhibits and personal properties appertaining to the other as per the distribution above.

x x x x

8. x x x Any claims, causes of action or liabilities arising as a result of a breach of this Compromise Agreement are specifically reserved and excluded from this release and discharge.

x x x x <sup>[13]</sup>

Back in 1987, while the Probate Case was still pending, a development allegedly took place in the Reconveyance Case. According to Bernardo, <sup>[14]</sup> the parties to the Reconveyance Case - Bernardo and respondent spouses Ladanga - allegedly entered into a Compromise Agreement with respect to the *Cubao* property. (The records of this case does not include a copy of such alleged Compromise Agreement.) This Compromise Agreement, which was allegedly approved by the trial court, stated that Bernardo and the spouses Ladanga have agreed to sell the *Cubao* property to an unmentioned third party. <sup>[15]</sup> The parties did not disclose to whom payment was made for such alleged sale.

The Reconveyance Case then proceeded and, after 20 years in the trial court, was finally decided in favor of Clemencia's estate. The trial court's February 24, 1995 Decision ordered the reconveyance of both the *Diliman* property (TCT No. 197624) and the *Cubao* property (TCT No. 204090) to "[Bernardo Aseneta] for and in behalf

of Miss Clemencia Aseneta." The dispositive portion reads thus:

WHEREFORE, premises considered, by preponderance of evidence, the Court finds in favor of [Bernardo Aseneta] and against the [Spouses Ladanga], and hereby orders as follows:

A. For x x x spouses Ladanga to reconvey the titles and possession to the property now covered [by] TCT Nos. 197624 and 204090 to [Bernardo Aseneta] for and in behalf of Miss Clemencia Aseneta;

B. For the Register of Deeds of Quezon City to cancel TCT Nos. 197624 and 204090 and to issue new transfer certificates of title in lieu of those cancelled, upon payment of the required fees by [Bernardo Aseneta], in the name of Miss Clemencia Aseneta;

C. For the x x x spouses Ladanga to render within fifteen (15) days an accounting of rentals received from the properties covered by TCT No. 197624 from April, 1974 up to the present and so with the property under TCT No. 204090 from November 1974 up to the present and to remit said rentals to [Bernardo Aseneta] minus any amount paid by the x x x [spouses] Ladanga as realty taxes for the period mentioned;

D. For x x x [spouses] Ladanga to pay [Bernardo Aseneta] P10,000.00 as reasonable attorney's fees; and

E. Cost of suit.

SO ORDERED. [16]

The spouses Ladanga appealed the adverse decision in the Reconveyance Case to the CA. The appeal was docketed as CA-G.R. CV No. 51242.

It was at this stage that petitioners Estate of Soledad Maninang (Estate of Maninang) and QT attempted to join Bernardo as appellees in the Reconveyance Case by filing a Motion for Joinder of Additional Parties on September 2, 1996. [17] Petitioners claimed that under the Decision in the Probate Case, they had a 50% undivided interest in the Cubao property, which the trial court in the Reconveyance Case adjudicated in favor of the estate of Clemencia. They posited that while the Cubao property was not specifically identified in the compromise agreement in the Probate Case, it falls under the clause "any other property, known or unknown."

Bernardo opposed petitioners' motion on the ground that the spouses Ladanga's appeal in the Reconveyance Case does not involve the Cubao property, but only the Diliman property. [18] The spouses Ladanga did not controvert Bernardo's contention that the appeal only involves the Diliman property. Instead they opposed petitioners' motion on the ground that petitioners' right to a share in Clemencia's estate is dubitable and should be threshed out in the appropriate proceedings. [19]

Without acting on petitioners' Motion for Joinder of Additional Parties, the CA affirmed *in toto* in its November 7, 2000 Decision the trial court's decision with

respect to the Diliman property. The dispositive portion of the CA's Decision reads as follows:

**IN VIEW OF THE FOREGOING**, the appealed decision, insofar as it relates to the property presently covered by TCT No. 197624, is hereby **AFFIRMED**.

**SO ORDERED.** [20]

On November 24, 2000, respondent spouses Ladanga appealed [21] the CA Decision to the Supreme Court (G.R. No. 145874). This Court affirmed the CA Decision over the Diliman property in its September 30, 2005 Decision, [22] which attained finality on November 11, 2005. [23]

Meanwhile, the petitioners learned in 2001 of the CA Decision in CA-G.R. CV No. 51242, which affirmed the trial court's Decision with respect to the Diliman property. Petitioners filed before the CA a Motion for Partial Reconsideration [24] of the CA Decision. They prayed for the nullification of the compromise agreement executed by Bernardo and spouses Ladanga over the Cubao property on the basis that Bernardo had no authority from the probate court to enter into such agreement; [25] or, in the alternative, petitioners sought a declaration that no such compromise agreement actually existed between Bernardo and spouses Ladanga. [26]

The appellate court, in its assailed June 1, 2004 Resolution, [27] refused to act on petitioners' Motion for Partial Reconsideration because of the then pending appeal of CA-G.R. CV No. 51242 in the Supreme Court. To recall, the Resolution disposes as follows:

ACCORDINGLY, on account of the pendency before the Supreme Court of a petition for review filed by defendant-appellant Agustin Ladanga from the decision of the Court, the Court will again refrain from acting on the aforesaid Motion for Partial Reconsideration.

SO ORDERED.

Petitioners filed before the CA a Motion for Reconsideration, [28] which was

denied by the CA in its assailed December 29, 2004 Resolution. [29] This assailed Resolution pertinently reads:

The Estate of Soledad Maninang and the Quisumbing Torres Law Firm (movants for partial reconsideration) are back with a Motion for Reconsideration of the June 1, 2004 Resolution, contending that their Motion for Partial Reconsideration of the November 7, 2000 Decision may yet be resolved notwithstanding the pendency of the Petition for Review in the Supreme Court. Herein movants submit that `considering that the