

FIRST DIVISION

[G.R. No. 187978, November 24, 2010]

ROMULO R. PERALTA, PETITIONER, VS. HON. RAUL E. DE LEON, PRESIDING JUDGE, REGIONAL TRIAL COURT OF PARAÑAQUE, BRANCH 258, HON. ARBITER DUNSTAN SAN VICENTE, IN HIS CAPACITY AS HOUSING AND LAND USE REGULATORY ARBITER AND LUCAS ELOSO EJE, IN HIS CAPACITY AS SHERIFF, REGIONAL TRIAL COURT, PARAÑAQUE CITY AND CONCEPTS AND SYSTEM DEVELOPMENT INC., AS REPRESENTED BY ITS CHAIRMAN KASUO NORO, RESPONDENTS.

D E C I S I O N

PEREZ, J.:

This is a Petition for Review under Rule 45 of the Rules of Court assailing the Decision^[1] of the Court of Appeals in CA G.R. SP No. 98922 dated 29 May 2008 denying the Petition filed by petitioner Romulo R. Peralta, which sought to set aside the Order of the Regional Trial Court (RTC), Branch 258, Parañaque City in Civil Case No. 07-0141, dismissing the Complaint filed by petitioner against respondent Concepts and System Development Inc. (CSDI) on the ground of lack of jurisdiction and forum shopping. Likewise assailed is the Resolution^[2] of the Court of Appeals dated 11 May 2009 denying Petitioner's Motion for Reconsideration.

The facts are:

Respondent CSDI is the developer and owner of the condominium project called the Elysium in a three and a half (3½) hectare lot in Parañaque City inside B.F. Homes Subdivision. Each phase of development was issued a respective Certificate of Registration and "License to Sell." On 22 April 1997, petitioner and CSDI entered into a Contract to Sell involving a condominium unit at Phase II of "The Elysium Project," specifically Unit 10, Block 3 (subject property), in a Deferred Cash Payment Scheme, and under the authority of its "License to Sell," for P5 Million Pesos.

Petitioner and CSDI agreed on the following scheme of payment:^[3]

NAME OF BUYER:	MR. ROMULO R. PERALTA
DISCRIPTION OF UNIT:	BLOCK 03/UNIT 10 ALPHA THE ELYSIUM PH. II
PURCHASE PRICE:	P5,000,000.00
50% DOWNPAYMENT:	P2,500,000.00 April 22, 1997

50% BALANCE:

P1,250,000.00 October 23, 1997

P1,250,000.00 April 23, 1998

The subject property was completed in 1996 and issued a Condominium Certificate of Title No. 6132 on 9 October 1996. On its due date, petitioner failed to pay in full in accordance with the Contract to Sell despite the delivery, acceptance, and his possession and enjoyment of the condominium unit in November 1997.

On 16 September 1999, CSDI filed a complaint for collection of sum of money/specific performance against petitioner with the Housing and Land Use Regulatory Board (HLURB) which was docketed as HLURB Case No. REM-091699-10646 (HLURB Case No. REM-AO991214-0275).

Meanwhile, on 5 May 2000, the petitioner together with the other unit owners filed a case against CSDI before the HLURB for Cancellation of Certificate of Registration, License to Sell, Declaration of Nullity of HLURB Case No. REM-051500-10995, Cancellation of Title, Specific Performance and Damages, entitled *Ferdinand V. Aragon, et al. v. CSDI, et al.*, docketed as HLURB Case No. REM-051500-10995.

On 14 October 2000, respondent HLURB Arbiter Dunstan San Vicente (HLURB Arbiter San Vicente) rendered a decision in HLURB Case No. REM-091699-10646, filed by CSDI against petitioner, requiring the latter to pay Three Million Twenty-Two Thousand Pesos (P3,022,000.00) plus interest with the alternative remedy of rescission of contract to sell plus forfeiture of payments. The HLURB held:

WHEREFORE, a judgment (*sic*) is hereby rendered:

1. Ordering respondent to pay complainant the amount of THREE MILLION TWENTY-TWO THOUSAND PESOS (P3,022,000.00) plus 3% interest per month from June 2000 until the full amount is paid and satisfied.
2. Ordering respondent to pay complainant liquidated damages equivalent to ½ of all sums paid upon the purchase price.
3. Ordering respondent to pay complainant attorney's fees in the amount of P20,000.00; and
4. Ordering respondent to pay complainant the cost of suit.

In the event that respondent would fail or refuse, or continue to fail or refuse, to pay his monetary obligations, the subject Contract to Sell is hereby rescinded/cancelled and the total amount paid by respondent be forfeited in favor of the complainant. In that same event, the respondent is hereby ordered to turn-over and cede peacefully the possession of or vacate the Condominium unit, Block 3, Unit 10, Phase II of the Elysium Community Condominium, to the complainant.

All compulsory counterclaims of respondent are hereby denied.^[4]

Petitioner filed an appeal to the Office of the President which was docketed as O.P.

Case No. 02-C-072. The appeal was dismissed by the Office of the President. Petitioner's Motion for Reconsideration was denied with finality by the same office in an Order dated 4 May 2005.^[5]

Meanwhile, on 29 October 2002, respondent HLURB Arbiter San Vicente rendered a decision against CSDI in the complaint docketed as HLURB Case No. REM-051500-10995 for Cancellation of Certificate of Registration, License to Sell, Declaration of Nullity of REM-051500-10995, Cancellation of Title, Specific Performance and Damages.^[6] The dispositive portion of the HLURB decision states:

WHEREFORE, the foregoing premises considered, judgment is hereby rendered as follows:

1. Ordering respondent Concepts and Systems Development, Inc. to accelerate the completion or full development of The Elysium Condominium project, consisting of its Phase I, II, and III; and to continue maintaining properly the common areas embraced in the whole condominium project, save those that the ECC Corporation have begun to manage or deliver services for the benefit of its members.
2. Return to the Elysium Community Condominium Corporation the percentage or fraction of the aggregate assessment fees it cumulatively collected from the unit buyers and credited to the cost of its maintenance of the Elysium project reckoned from organization of the ECC Corporation on 25 October 1990 up to 20 July 2000;
3. Turn-over to the ECC Corporation the accumulated membership fees paid by all corporation members starting from the ECC Corporation's date of organization in October 25, 1990 up to July 20, 2000, the date that management of the corporation was relinquished to the members;
4. Cease and desist from collecting maintenance fees from the unit owners, except when the same is demanded by the ECC Corporation in furtherance of its management of the project after the turn-over of the common areas thereto;
5. Pay the ECC Corporation the cost of this suit and the reasonable amount of P50,000.00 as damages by way of developmental charges for its alteration of the project without the consent of the majority of registered owners of the project, or its unit owners;
6. Pay and settle (its) loan obligations, or redeem the encumbrance of titles, to RCBC and the Land Bank of the Philippines in consonance with the mortgage clearance issued by this Office;
7. The complaint against the Rizal Commercial Banking Corporation, the Land Bank of the Philippines, and the Register of Deeds of Parañaque City and Las Piñas City are hereby dismissed.

All other claims and counter-claims are denied for lack of merit. [7]

On 12 December 2005, pursuant to the decision dated 14 October 2000 in HLURB Case No. REM 091699-10646, a Writ of Execution was issued by HLURB Regional Director Jesse A. Obligation resulting in the garnishment of petitioner's cash deposit with Bank of the Philippine Islands.[8]

Petitioner filed repeated motions to quash the Writ of Execution citing the 29 October 2002 decision of the HLURB in Case No. REM-051500-10995. Unmoved, HLURB Arbiter San Vicente issued on 30 April 2007 an Order to break open and to force the ejectment of petitioner from said condominium unit in HLURB Case No. REM-091699-10646.

HLURB Arbiter San Vicente stood firm in his position that the decision of the HLURB in HLURB Case No. REM-051500-10995 cannot stay the execution of the decision in HLURB Case No. REM-091699-10646.

The HLURB held:

In this case, the subject matter was the unpaid condominium unit purchased by respondent and the uncollected sums of amortizations in favor of complainant. Neither are the causes of action in both cases identical. In the former case, the cause of action involves non-development of the entire project, non-redemption of the encumbered title/s that embrace the whole project, failure to turn over the project to ECCC. In the instant case, the cause of action involved is the unjust failure of respondent to pay the price of the condominium unit he bought. The alleged same pieces of evidence adduced in both actions would not sustain the causes of action raised in each of them.

To the extent that our disposition on the facts and issues embodied in this case is now final and executory, our ruling based thereon is now the law herein. Our decision is already conclusive as to the matters actually and directly controverted or determined in this case. The enforcement of the decision cannot be varied nor may it be barred by conclusions drawn from another case regardless of how both may possibly relate to each case. Even respondent's allusion to the ruling of the Supreme Court in the *Oropeza Marketing Corporation v. Allied Banking Corporation* will not save his day.

As we have stressed, the subject matters in this case and in the *Ferdinand Aragon* case are not identical. In that case, the subject involved is the whole condominium project and its development, turn-over of condominium facilities as well as encumbrance of the titles of the project. In this case, the subject matter is the unpaid condominium unit purchased by respondent and the uncollected sums of amortizations in favor of complainant.

WHEREFORE, the respondent's motion to quash the Writ of Execution

dated December 12, 2005 is hereby DENIED.

In view of the plain and manifest refusal of respondent to obey the judgment and writ which ordered him to pay his accumulated installments in this case, let the alternative remedy of cancellation of the contract of the parties as well as forfeiture of the payments of respondent take effect immediately. Consequently, the Office of the Ex-Officio Sheriff is hereby directed to compel respondent Peralta to turn-over and cede peacefully his possession of the condominium unit, Block 3, Unit 10, Phase II of the Elysium Community Condominium, to the complainant; and, should respondent continue to defy or disobey this Order, to break open and enter the premises of the said condominium unit, inventory and take possession of the personal belongings of respondent in the premises of his unit and deliver or turn-over them to the respondent; or in case of his refusal, to entrust or deposit the same in a secure and enclosed area within the compound of the condominium project, and finally to place complainant in peaceful possession of the unit.^[9]

On 7 May 2007, petitioner filed a Complaint for Injunction and Damages before the RTC Branch 258 of Parañaque City docketed as Civil Case No. 07-0141 entitled *Romulo R. Peralta v. Concepts and Systems Development Inc.*^[10]

The RTC Branch 258 dismissed the complaint in Civil Case No. 07-0141 on the grounds of lack of jurisdiction and forum shopping through its Order dated 11 May 2007.

Petitioner sought recourse before the Court of Appeals *via* a Petition for *Certiorari* under Rule 65 of the Rules of Court. On 29 May 2008, the Court of Appeals rendered the assailed Decision, which affirmed the RTC's Order dismissing the case for injunction and damages in Civil Case No. 07-0141 on the grounds of lack of jurisdiction and forum shopping.

The Court of Appeals explained:

The fact that the petition or complaint before the public respondent prays also for damages suffered by the petitioner in the implementation of the writ of execution has no controlling significance. The bottom line is that it was connected with, or arose out of, the implementation of the writ of execution issued by the HLURB. Under Presidential Decree Nos. 957 and 1344, the Regional Trial Court cannot encroach into the domain of said quasi-judicial agency.

The petitioner cited the case of *Suntay v. Gocolay*, [G.R. No. 144892, September 23, 2005] but it is clearly not applicable. In said case, the issue was jurisdiction over issues regarding title or ownership of a condominium unit. Supreme Court held that the HLURB has no jurisdiction to rule on such issues.

As to forum shopping, the non-disclosure of other cases in the courts of law or quasi judicial agency is a ground for dismissal. Section 5 of Rule 7