

## **SPECIAL SECOND DIVISION**

**[ G.R. No. 148444, September 03, 2009 ]**

**ASSOCIATED BANK (NOW UNITED OVERSEAS BANK [PHILS.]),  
PETITIONER, VS. SPOUSES RAFAEL AND MONALIZA  
PRONSTROLLER, RESPONDENTS.**

**SPOUSES EDUARDO AND MA. PILAR VACA, INTERVENORS.**

### **R E S O L U T I O N**

**NACHURA, J.:**

For resolution are the Motion for Reconsideration<sup>[1]</sup> filed by petitioner Associated Bank (now United Overseas Bank [Phils.]) and Motion for Leave to Intervene<sup>[2]</sup> filed by Spouses Eduardo and Ma. Pilar Vaca (spouses Vaca).

After a thorough examination of petitioner's motion for reconsideration, together with its voluminous attachments, it is readily apparent that no new issues are raised and the arguments presented are a mere rehash of what have been discussed in its pleadings, all of which have been considered and found unmeritorious in the July 14, 2008 Decision.<sup>[3]</sup>

Be that as it may, we would like to reiterate that the second letter-agreement modified the first one entered into by petitioner, through Atty. Jose Soluta, Jr. (Atty. Soluta). In previously allowing Atty. Soluta to enter into the first letter-agreement without a board resolution expressly authorizing him, petitioner had clothed him with apparent authority to modify the same *via* the second letter-agreement.<sup>[4]</sup>

As early as June 1993, respondents already requested a modification of the earlier agreement such that the full payment should be made upon receipt of this Court's decision confirming petitioner's right to the subject property. Instead of acting on the request, the Board of Directors deferred action on it. It was only after one year and after the bank's reorganization that the board rejected respondents' request. We cannot, therefore, blame respondents for believing that the second letter-agreement signed by Atty. Soluta was petitioner's action on their request.<sup>[5]</sup>

We also would like to stress that the first letter-agreement was not rescinded by respondents' failure to deposit in escrow their full payment simply because the date of full payment had already been modified by the later agreement. Neither was the second letter-agreement rescinded by respondents' new offer because the offer was made only to demonstrate their capacity to purchase the subject property.<sup>[6]</sup>

In our Decision, we affirmed the factual findings of the Court of Appeals (CA) because they were amply supported by the evidence on record. Well-established is the rule that if there is no showing of error in the appreciation of facts by the CA,

this Court treats them as conclusive. The conclusions of law that the appellate court drew from those facts are likewise accurate and convincing.<sup>[7]</sup>

Hence, we deny with finality petitioner's motion for reconsideration. No further pleadings will be entertained.

After the promulgation of the July 14, 2008 Decision, spouses Vaca filed a Motion for Leave to Intervene alleging that they are the registered owners of the subject property and are thus real parties-in-interest. They add that they stand to be deprived of their family home without having been given their day in court. They also contend that the Court should order petitioner to reimburse the spouses Vaca the amount received from the latter.

The Motion for Leave to Intervene must be denied.

Section 2, Rule 19 of the Rules of Court, provides:

**SEC. 2. *Time to intervene.*** - The motion to intervene may be filed **at any time before rendition of judgment by the trial court.** A copy of the pleading-in-intervention shall be attached to the motion and served on the original parties.<sup>[8]</sup>

Obviously, the spouses Vaca's motion for leave to intervene before this Court was belatedly filed.

The purpose of intervention is to enable a stranger to an action to become a party to protect his interest, and the court, incidentally, to settle all conflicting claims.<sup>[9]</sup> The spouses Vaca are not strangers to the action. Their legal interest in the litigation springs from the sale of the subject property by petitioner in their favor during the pendency of this case. As transferee *pendente lite*, the spouses Vaca are the successors-in-interest of the transferor, the petitioner, who is already a party to the action. Thus, the applicable provision is Section 19, Rule 3 of the Rules of Court, governing transfers of interest *pendente lite*. It provides:

**SEC. 19. *Transfer of interest.*** - In case of any transfer of interest, the action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party.

In *Natalia Realty, Inc. v. Court of Appeals*,<sup>[10]</sup> citing *Santiago Land Development Corporation v. Court of Appeals*,<sup>[11]</sup> we have ruled that:

[A] transferee *pendente lite* of the property in litigation does not have a right to intervene. We held that a transferee stands exactly in the shoes of his predecessor-in-interest, bound by the proceedings and judgment in the case before the rights were assigned to him. It is not legally tenable for a transferee *pendente lite* to still intervene. Essentially, the law