

## THIRD DIVISION

[ G.R. No. 156364, September 25, 2008 ]

**JACOBUS BERNHARD HULST, PETITIONER, VS. PR BUILDERS,  
INC., RESPONDENT.**

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

**AUSTRIA-MARTINEZ, J.:**

This resolves petitioner's Motion for Partial Reconsideration.

On September 3, 2007, the Court rendered a Decision<sup>[1]</sup> in the present case, the dispositive portion of which reads:

WHEREFORE, the instant petition is GRANTED. The Decision dated October 30, 2002 of the Court of Appeals in CA-G.R. SP No. 60981 is REVERSED and SET ASIDE. The Order dated August 28, 2000 of HLURB Arbiter Ma. Perpetua Y. Aquino and Director Belen G. Ceniza in HLRB Case No. IV6-071196-0618 is declared NULL and VOID. HLURB Arbiter Aquino and Director Ceniza are directed to issue the corresponding certificates of sale in favor of the winning bidder, Holly Properties Realty Corporation. **Petitioner is ordered to return to respondent the amount of P2,125,540.00, without interest, in excess of the proceeds of the auction sale delivered to petitioner.** After the finality of herein judgment, the amount of P2,125,540.00 shall earn 6% interest until fully paid.

SO ORDERED.<sup>[2]</sup> (Emphasis supplied)

Petitioner filed the present Motion for Partial Reconsideration<sup>[3]</sup> insofar as he was ordered to return to respondent the amount of P2,125,540.00 in excess of the proceeds of the auction sale delivered to petitioner. Petitioner contends that the Contract to Sell between petitioner and respondent involved a condominium unit and did not violate the Constitutional proscription against ownership of land by aliens. He argues that the contract to sell will not transfer to the buyer ownership of the land on which the unit is situated; thus, the buyer will not get a transfer certificate of title but merely a Condominium Certificate of Title as evidence of ownership; a perusal of the contract will show that what the buyer acquires is the seller's title and rights to and interests in the unit and the common areas.

Despite receipt of this Court's Resolution dated February 6, 2008, respondent failed to file a comment on the subject motion.

The Motion for Partial Reconsideration is impressed with merit.

The Contract to Sell between petitioner and respondent provides as follows: