

FIRST DIVISION

[G.R. No. 119811, August 30, 2001]

SOCORRO S. TORRES, AND ROGER VEN S. TORRES, NONETTA T. BANGSAL, AND VIVENCIO GEORGE S. TORRES, AS HEIRS OF VIVENCIO T. TORRES, PETITIONERS, VS. HON. DEODORO J. SISON, AS PRESIDING JUDGE, BRANCH 41, REGIONAL TRIAL COURT, FIRST JUDICIAL REGION, DAGUPAN CITY, ALICIA B. FABIA, AS CLERK OF COURT VI, REGIONAL TRIAL COURTS, DAGUPAN CITY STATION AND AS EX-OFFICIO SHERIFF, AND THE SPOUSES CEFERINO ILLUSCUPIDES AND ARACELI CAMACHO-ILLUSCUPIDES, RESPONDENTS.

D E C I S I O N

PARDO, J.:

The case is a special civil action for *certiorari* with temporary restraining order or preliminary injunction seeking to enjoin respondent Alicia B. Fabian, Clerk of Court and Ex-Officio Sheriff of Dagupan City, from enforcing the writ of execution^[1] and to nullify the order^[2] of respondent Judge Deodoro J. Sison finding the motion for execution meritorious and the order^[3] denying the motion to quash the writ of execution for lack of merit.

The petition also seeks clarification as to which ruling shall prevail in the same case between two (2) allegedly conflicting but final and executory decisions of the Supreme Court.^[4]

Re: G. R. No. 92248

On December 10, 1973, Emilio Olores filed with the Regional Trial Court, Branch 43, Dagupan City, an action against Ceferino Illuscupides, Araceli Camacho Illuscupides, Vivencio T. Torres and Socorro S. Torres^[5] for rescission of the sale of two parcels of land, located at Dagupan City, that the Illuscupides sold to the Torreses.

After trial on the merits, on October 7, 1986, the trial court rendered a decision, the dispositive portion of which reads:

"WHEREFORE, premises considered, by preponderance of evidence, judgment is hereby rendered:

"1. Dismissing the complaint for rescission filed by plaintiff;

"2. Ordering the dismissal of the cross-claim and counter-claims of defendants Illuscupides against Torres and plaintiff;

"3. Ordering defendants Illuscupides and/or Torres to deliver the P41,000.00 withheld by them as part of the purchase price of the lots and apartment for the satisfaction of the claim of plaintiff;

"4. Ordering defendants Illuscupides to pay plaintiff and defendants Torres the sum of P5,000.00 as attorney's fees each.

"5. Ordering the defendants Illuscupides to pay the costs.

"SO ORDERED."

In due time, the defendants appealed to the Court of Appeals.^[6]

After due proceedings, on January 18, 1990, the Court of Appeals rendered a decision, the dispositive portion of which provides:

"WHEREFORE, the decision dated October 7, 1986 is hereby AFFIRMED insofar as the dismissal of the complaint of plaintiff-appellant Olores, the cross-claim and counter-claim of defendants-appellants Illuscupides and counter-claim of defendants-appellees Torres; REVERSED insofar as Nos. 3, 4 and 5 of the dispositive portion of the Decision are concerned; and the defendants-appellees spouses Vivencio Torres and Socorro Torres are ordered to reconvey in favor of the defendants-cross-claimants spouses Ceferino and Araceli Illuscupides that certain building more particularly designated as a ten-door apartment in the Deed of Sale executed by and between the abovenamed parties on October 19, 1973."

On March 9, 1990, petitioners filed with the Supreme Court a petition for review on certiorari to set aside the decision of the Court of Appeals in so far as it ordered the reconveyance to the respondents Illuscupides of the ten-door apartment building.^[7]

On June 18, 1990, the Supreme Court issued a resolution which states:

"Considering the allegations, issues and arguments adduced in the aforesaid petition as well as the comment thereon of the aforementioned respondents, the Court RESOLVED to DENY the petition for failure to sufficiently show that the Court of Appeals had committed any reversible error in affirming the dismissal of the complaint for rescission but ordering petitioners and/or respondents to pay contractor's fee and ordering petitioners to reconvey the lots and apartment to respondents Illuscupides."

and which became final and executory on July 25, 1990.^[8]

Re: G. R. No. 93390

On their part, on June 18, 1990, respondents Illuscupides filed with the Supreme Court a petition for review on certiorari seeking to modify the same Court of Appeals

decision so as to allow them to repurchase the two (2) lots in question, not only the ten-door apartment.^[9]

On December 9, 1992, the Supreme Court rendered a decision affirming *in toto* the decision of the Court of Appeals.^[10] On March 8, 1993, the decision became final and executory.^[11]

On December 2, 1993, respondents Illuscupides filed with the trial court a motion for execution of the resolution of the Supreme Court^[12] "ordering petitioners to reconvey the lots and apartment to respondents Illuscupides." The trial court granted the motion in an order dated July 14, 1994,^[13] followed by the issuance of a writ of execution, dated February 14, 1995.^[14]

On July 26, 1994, petitioners filed with the trial court a motion for reconsideration/clarification and/or to quash the writ of execution.^[15]

On February 14, 1995, the clerk of court of the lower court issued a writ of execution directing the petitioners to reconvey the lots and apartment to respondents Illuscupides.^[16]

On February 27, 1995, petitioners filed with the trial court a motion to quash writ of execution.^[17] On March 16, 1995, the trial court denied the motion for lack of merit.^[18]

Hence, this petition.^[19]

On June 5, 1995, the Court issued a resolution^[20] dismissing the petition and ruling that the decision of the Court in G. R. No. 93390 neither altered nor modified the decision in G. R. No. 92248, which is final and executory. And since the decision in G. R. No. 92248 has become final and executory, then it can no longer be amended.

On June 26, 1995, petitioners filed with the Supreme Court a motion for reconsideration.^[21] On December 13, 1995, the Court denied the motion.^[22]

On February 13, 1996, petitioners filed with the Supreme Court a motion for leave to file a second motion for reconsideration with the attached motion for reconsideration.^[23]

On June 17, 1996, the Court granted the motion for reconsideration. We reinstated the petition and required respondents to comment thereon.^[24]

Petitioners raised the following issues:

First: Is the phrase "ordering the petitioners to pay contractor's fee and to reconvey the lots and apartment building to respondents Illuscupides" a mere paraphrase of the decision of the Court of Appeals in which the Supreme Court found no reversible error, and the inclusion of reconveyance of the lot a mere typographical error?

Second: If the order to reconvey the lot was not a typographical error, then the