

## TENTH DIVISION

[ CA-G.R. CV NO. 102374, March 27, 2015 ]

**HEIRS OF TANGOD CANUTO, PLAINTIFFS-APPELLEES, VS. SPS. RUFINO AND AGNES COPATAN, DEFENDANTS-APPELLANTS.**

### D E C I S I O N

**DIMAAMPAO, J.:**

Defendants-appellants, the spouses Rufino and Agnes Copatan (appellants) declaim against the *Orders* dated 1 July 2013<sup>[1]</sup> and 26 November 2013<sup>[2]</sup> of the Regional Trial Court, First Judicial Region, La Trinidad, Benguet, Branch 63, which issued the *Order of Demolition*, and denied the *Motion for Reconsideration* thereof, respectively, in Civil Case No. 99-CV-1409.

This simple controversy has its provenance in an *Accion Publiciana* suit filed by plaintiffs-appellees Heirs of Tangod Canuto (appellees) against appellants. In due course, the court a quo rendered its 6 July 2009 *Decision*,<sup>[3]</sup> decreeing—

“**WHEREFORE**, in view of the foregoing, judgment is hereby rendered in favor of the plaintiffs (appellees) and against the defendants (appellants) as follows:

1. That Defendants (Appellants) are directed to surrender possession of the land subject matter of this suit in favor of the Plaintiffs (appellees);
2. Declaring the Plaintiffs' (Appellees') father as the lawful and rightful owner of the land covered by Exhibit “A” which is the land subject matter of the suit;
3. Declaring that the Tax Declaration and sketch plan in the name of Defendant (Appellant) Nida Copatan Legaspi are both null and void and of no effect;
4. That the Tax Declaration of Pepe Copiti marked as Annexes “F” to “J” be cancelled for being dupli-cations of the Tax Declaration of the late Tangod Canuto;
5. That the Defendants (Appellants) are ordered to pay jointly and severally unto the Plaintiffs (Appellees) the following:
  - a. Attorney's fees of Twenty Five Thousand Pesos (P25,000.00) plus One Thousand Pesos (P1,000.00) as appearance fees;

- b. Litigation expenses of Four Thousand Pesos (P4,000.00); and,
- c. Cost of this suit.

**SO ORDERED.”<sup>[4]</sup>**

The appeal filed by the appellants was denied so that the judgment became final and executory in 2012. This ensued in the issuance of a *Writ of Execution*.<sup>[5]</sup>

However, the *Writ of Execution* remained unenforced as appellants refused to vacate the property. Inevitably, appellees filed a *Motion for Issuance of a Special Order for a Writ of Demolition* pursuant to Section 10(c) and (d) of Rule 39 of the 1997 Rules of Civil Procedure, as amended<sup>[6]</sup> which the court granted in the first assailed *Order*. The court *a quo* ordained, thusly—

“WHEREFORE, let a WRIT OF DEMOLITION issue in the above entitled case, commanding the Deputy Sheriff of this Court to demolish and remove the improvements/ structures of defendants (appellants) as follows:

1. A two-storey residential building owned by Sps. RUFINO AND AGNES COPATAN;
2. A separate comfort room owned by Sps. RUFINO AND AGNES COPATAN; and
3. A bungalow house owned by the RUFINO COPATAN JR., SON OF SPS. RUFINO AND AGNES COPATAN

The Deputy Sheriff of this Court is directed to implement the Writ of Execution dated February 25, 2013 to place the plaintiffs (appellees) in possession over the lot subject matter of this case and to make a report/sheriff's return on the execution and a monthly sheriff's report until fully satisfied.

SO ORDERED.”<sup>[7]</sup>

Appellants moved for reconsideration<sup>[8]</sup> but the same was denied in the second impugned *Order*.

Left with no recourse, appellants are now before Us raising the following assigned errors:

## I

**THE HONORABLE TRIAL COURT ERRED IN ORDERING THE SHERIFF TO DEMOLISH APPELLANTS' IMPROVE-MENTS AND DELIVER THE LAND TO APPELLEES.**

## II

**THE HONORABLE TRIAL COURT ERRED IN NOT RECOGNIZING THE FACT THAT THE LAND AND IMPROVE-MENTS, SUBJECT OF THE TRIAL COURT'S DEMOLITION ORDER ARE IN THE NAME OF**

## THE RURAL BANK OF ITOGON.

### III

#### **THE HONORABLE COURT ERRED IN NOT RECOGNIZING THE FACT THAT THE RURAL BANK OF ITOGON AND THE BUYER OF THE MORTGAGED PROPERTY, ARE INDISPENSABLE PARTIES.**

##### ***The Appeal lacks merit.***

At the crux of appellants' recourse is their postulation that it is the Rural Bank of Itogon (Bank) which is now the owner of the subject property as they failed to redeem it within the reglementary period prescribed by law. Appellants mortgaged the land to the Bank as security for the loan which they procured. The Bank was declared the highest bidder in the auction sale following the foreclosure of this mortgage upon appellants' failure to pay the loan. Appellants argue that the Bank is an indispensable party which should have been impleaded in the proceedings before the court *a quo*.

*The arguments fail to carry the day for the appellants.* The attempt to persuade Us that the judgment may no longer be executed because the property in question is owned by the Bank is dubious to the core. The records distinctly bear out that the subject realty was subsequently purchased by one Nida Legaspi (Legaspi), daughter of appellants, from the Bank. Legaspi was impleaded in the proceedings as she even adopted the *Answer* of appellees as her own. Appellants cannot obstinately assert that Legaspi is not bound by the ruling of the court *a quo*.

Upon this point, We reverberate the discourse of the court *a quo*—

"This court has admitted and approved the inclusion of NIDA C. LEGASPI as party defendant; she adopted the *Answer* of the other defendants (appellants), who happened to be her parents.

Notably, when NIDA C. LEGASPI adopted the *Answer* of the other defendants (appellants), she had knowledge of the case filed against her and the court had already acquired jurisdiction over her person. The fundamental requirement of due process was met.

Anent ownership over the subject property, NIDA C. LEGASPI admitted in her testimony that she bought the subject property from the RURAL BANK OF ITOGON, BENGUET. Her testimony:

x x x

x x x

Q: And when did you pay, we withdraw that, Your Honor. And what happened with that loan?

A: It was foreclosed by the bank because my parents were not able to pay; my mother was not able to pay their loan, sir.

ATTY. LACDAO:

Q: And who paid the loan?

A: Me, sir.