

THIRTEENTH DIVISION

[CA-G.R. SP NO. 92817, August 11, 2006]

CARINA I. CUNNINGHAM, PETITIONER, VS. SPOUSES JEREMIAS V. ROMANA & SALOME S. ROMANA AND THE HONORABLE PRESIDING JUDGE, REGIONAL TRIAL COURT OF QUEZON CITY, BRANCH 220, RESPONDENTS.

D E C I S I O N

SABIO, JR., J.:

Execution can be suspended when suspension is warranted by the higher interest of justice and when certain facts and circumstances transpired after the finality of the judgment which would render the execution of judgment unjust (*Avisado vs. Rumbaua*, 354 SCRA 245).

Sought to be annulled in this petition for certiorari under Rule 65 of the 1997 Rules of Civil Procedure are (1) the October 12, 2005 order of public respondent Regional Trial Court, Branch 220, Quezon city, NCR which caused the issuance of a writ of possession in favor of private respondent and (2) public respondent's December 5, 2005 order denying petitioner's motion for reconsideration on its earlier order.

Finding petitioner's narration of factual antecedents graphic instructive, we quote the same, thus:

"Petitioner, a widow in dire need of financial help had sometime in December 1998, sought a loan of at least Php 500,000.00 from private respondents. The parties agreed that, petitioner's loan shall be of short duration, that is, it shall be paid within a period of one (1) year from date of forbearance. Thus, petitioner offered to secure the loan with a pledge of the Title of Ownership TCT No. N-172204 over her home and property with an estimated value of PHP 5 Million and upon full repayment of the loan, the said Certificate of Title shall be returned to her intact and free from any liens or encumbrances, an offer which private respondents accepted.

Accordingly, upon receipt of the loan in the aggregate amount of PHP 500,000-, the net proceeds of which is PHP 315,000- as PHP 185,000- was applied by way of advanced interest charges and which loan was given in two (2) installments, first, on December 23, 1998 in the sum of PHP 120,000- and the balance of PHP 195,000- on December 29, 1998, petitioner delivered her Certificate of Title TCT No. N-1722-04 in the concept of a pledge to private respondents as aforealleged.

While the loan security agreed upon was a simple pledge, private respondents required petitioner to affix her signatures to a set of documents in printed forms with blank spaces without being allowed to

read their contents nor copies thereof given to her. Petitioner was made to rely only on private respondents' promise that copies will be given later to her with the further representation that the documents are "PROMISSORY NOTES" evidencing forbearances.

Contrary to the promise, private respondents kept the documents in their custody and refused petitioner's request for copies thereof.

Sensing something amiss by private respondents' refusal to furnish copies of the loan documents coupled with her failure to see or find private respondents after repeated attempts notwithstanding earnest efforts, petitioner upon verification with the Quezon City Registry of Deeds was stunned to discover that her Certificate of Title TCT NO. N-172204 was canceled and a new Certificate of Title, TCT No. N-219922, was issued in lieu thereof to respondents Spouses Romana pursuant to an extrajudicial foreclosure shortly after a little more than a month since the loan was incurred and contracted. Respondents Sps. Romana could not however be confronted to clarify or explain this turn of events as they were either absent or they cannot be located.

Acting on her discovery, petitioner filed on January 15, 2001 a Complaint docketed as Civil Case No. Q-04-43088 for the "PRODUCTION OF DOCUMENTS, DECLARATORY RELIEF AND RECONVEYANCE" against private respondents which was raffled to Branch 215 of the Regional Trial court of Quezon City.

However, a delay was entailed as a result of an unnecessary "Motion for Bill of Particulars" filed by private respondents, only after the resolution of which and petitioner's compliance therewith, did said respondents file their responsive pleading to the Amended Complaint filed as a consequence of a Court Order relevant to the motion.

It was only after private respondents filed their responsive pleading did petitioner learn with shock as she horridly found out from it that the documents she signed were contrary to the real intention and agreement of the parties as the documents were filled out and made to appear as follows;

1. The promissory notes which were in the aggregate sum of PHP 500,000- out of a principal forbearance of PHP 315,000- only, were made due and payable within 30 days or on January 22, 1999 and January 27, 1999 reckoned from December 24, 1998 and December 29, 1998 when the two installments for the forbearance were delivered by private respondents respectively.
2. A Real Estate Mortgage Contract corresponding to the two due dates for the two promissory notes were made out by private respondents, thereby permitting them to extrajudicially foreclose within a month after the loan was incurred.

On the foregoing set of facts, the parties proceeded to trial where petitioner adduced evidence accordingly after the mandatory pre-trial