

**MIGUEL PEREZ RUBIO, PETITIONER****VS.****THE HONORABLE SAMUEL REYES, ROBERT O. PHILLIPS, AND MAGDALENA YSMAEL****PHILLIPS, RESPONDENTS****G.R. No. L-24581 ; JANUARY 31, 1966****EN BANC RESOLUTION ; DIZON**

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*The injunction issued in this case is directed exclusively to the parties herein and, in connection with the assets of said hacienda, they are the only ones enjoined from performing any act which will either diminish the value of said shares of stock or deplete the assets of said hacienda.*

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**FACTS:**

It appears that the Perez Rubio spouses owned shares of stock in Hacienda Benito, Inc. registered in their names and in the names of Joaquin Ramirez and Joaquin Ramirez, Jr. The Perez Rubios, with the conformity of the Ramirezes, sold said shares to Robert O. Phillips and Sons, Inc. (ROPSI) for P5.5M payable in installments and other conditions agreed upon. Phillips and Sons, Inc., and Phillips, himself and his wife, entered into an agreement with the Perez Rubios deferring payment of the Apr. 30, 1964 installments already overdue to Aug. 31, 1964.

In the meantime, Phillips, in his behalf and in that of his wife and ROPSI entered into negotiations for the sale of their shares of stock in Hacienda Benito, Inc. to Alfonso Yuchengco. Upon being informed of this, the Perez Rubios, through their attorney-in-fact, Joaquin Ramirez, reminded the Phillips spouses and the ROPSI in writing of their obligations under the contract of sale and reminded them in particular that the shares subject matter thereof were still subject to the payment of the unpaid balance of the sale price. They gave a similar notice to Alfonso Yuchengco, but expressed no objection to the sale provided the obligations in their favor were satisfied.

Phillips, through their attorney, sent a letter to the Perez Rubios telling them, in substance, that the only obstacle to the consummation of the Phillips-Yuchengco sale of the shares of stock of Hacienda Benito, Inc. was their letter of Nov. 24, 1964 and warned that unless the same was withdrawn by Mar. 29, they would seek redress elsewhere. On Mar. 27, 1965, the Perez Rubios, for their part, wrote Phillips that due to the latter's inability to comply with the former's conditions, the negotiations going on between them were cancelled, and should the full amount due to them remained unpaid by noon of Mar. 31, 1965, they would file action in court in the afternoon thereof.

Original Complaint with prayer for issuance of a TRO and/or ex parte writ of preliminary injunction (Civil Case 8632) with the CFI by ROPSI, et al. vs. Miguel Perez Rubio to prevent and restrain defendant from further unlawful and willful interference with the transaction between the plaintiff Corporation with Alfonso T. Yuchengco on the sale of the shares of stock of Hacienda Benito, Inc., and from enforcing whatever amount he may claim to be due to them from the plaintiffs under the Agreements after the approval of the injunction bond.

Upon an ex-parte petition filed by the plaintiffs, the respondent judge issued a writ of preliminary injunction. Subsequently, the respondent judge also denied Perez Rubio's motion to dissolve the preliminary injunction. The Perez Rubios filed a motion to dissolve the above reproduced writ of preliminary injunction, which the respondent judge denied. But even before the motion could be acted upon, they also filed their answer to the complaint with a counterclaim of P4.5M representing the unpaid balance of the sale price of their shares. Because of this the Perez Rubios were charged with contempt. The original Petition for Certiorari filed in this case is based principally on the allegation that, in taking cognizance of Civil Case 8632 and in issuing the writ of preliminary injunction ex parte.

Miguel Perez Rubio, to whom all the Perez Rubio shares had been assigned, filed in the Supreme Court, a motion for the admission of an amended supplemental Petition impleading the following additional parties: Victoria Valley Development Corp. and Manufacturers Bank and Trust Co., who objected to their inclusion as such on different grounds. When the original Petition was filed, the SC issued a preliminary injunction against respondents, until further orders from this Ct., enjoining them: (a). from proceeding with Civil Case # 8632; (b). from proceeding with the sale of the shares of stock of Hacienda Benito, Inc., or any of its assets, to Alfonso Yuchengco or to any other person; and (c). from performing any act which will either diminish the value of said Hacienda, subject matter of the above-mentioned case.

Thereafter, respondents filed an ex-parte Petition either for the modification of the preliminary injunction issued by the SC or for its dissolution upon a counterbond.

#### **ISSUE/S:**

Whether or not the SC should admit the Amended Supplemental Petition and/or the Ex-Parte Petition for Modification Second Whether the respondent ct. erred in taking cognizance of Civil Case No. 8632 and in issuing the writ of preliminary injunction ex parte.

**RULING:**

Yes. The SC deems them sufficient — if proven — to entitle Petitioners to relief against the additional parties therein named. The same is, therefore, admitted. On the other hand, the Petition that the original respondents as well as the new parties be cited for contempt, and the Petition for the issuance of a mandatory injunction and a writ of preliminary attachment may best and properly be taken up only after a full hearing of this case on the merits, for to resolve them now one way or the other will necessarily require a consideration of the main issue involved herein.

In connection with the urgent ex-parte petition filed by the respondents for a modification of the Preliminary Injunction granted or for its dissolution upon the filing of a bond, it appears that the Hacienda Benito, Inc. is not a party respondent neither upon the original Petition nor upon the amended supplemental Petition, although it is plain from the allegations made in both that the shares of stock of said corporation, and naturally its assets, are the very subject of controversy.

However, the injunction issued in this case is directed exclusively to the parties herein and, in connection with the assets of said hacienda, they are the only ones enjoined from performing any act which will either diminish the value of said shares of stock or deplete the assets of said hacienda. The Petition for modification in this regard is, therefore, not well founded and modification is denied.

Inasmuch as the Petition for the dissolution of the preliminary injunction issued by the Supreme Court in this case, upon the filing of a bond, is ex-parte, the respondents are were ordered to serve a copy thereof upon petitioner, who were required to submit his comments in connection therewith, if he so desires, within ten days from receipt thereof.