94 Phil. 237

[G.R. No. L-5810. January 18, 1954]

FRANCISCO MARASIGAN, PETITIONER, VS. FELICISIMO RONQUILLO, RESPONDENT.

D E C I S I O N

LABRADOR, J.:

This is an appeal by certiorari against a decision of the Court of Appeals, in C. A.-G. R. No. 7853-R. Felicisimo Ronquillo, plaintiff-appellant, and Francisco Marasigan, defendant-appellee. The circumstances leading to the appeal may be briefly stated as follows:

1. On April 10, 1943 Ronquillo brought action against Marasigan to compel him to deliver a parcel of nipa land which the latter had agreed to lease to Ronquillo for a period of 10 years and to execute the corresponding deed of lease therefor.
2. After trial and on September 1, 1947, the court of first instance rendered judgment ordering,

> "That the defendant Marasigan deliver immediately the possession of the land described in the amended complaint to the plaintiff Ronquillo; that the defendant Marasigan execute a contract of lease covering the said land for a period of 10 years in favor of the plaintiff Ronquillo, as of December 1, 1941, by excluding therefrom the five years period from September 1, 1942, to August 31, 1947, inclusive, with a consideration of P14,000 minus the amounts of P1,200, P1,277.70 and P600, the amount of P1,277.70 being additional advances received by the defendant Marasigan and the last amount of P600 being a reserve fund for the payment of the land taxes; and that the defendant Marasigan will assume his former position as assistant manager with a

compensation of P60 monthly.

The contract of lease embodying the above conditions must be executed and ratified before a notary public within 10 days from the date this decision would become final.

The complaint against the other defendants is dismissed, without pronouncement as to costs.

The defendant Francisco Marasigan shall pay the costs of this action."

3. The case having been brought to the Court of Appeals, this court entered judgment on April 10, 1950 modifying the above judgment in some parts and affirming it as to all others, thus:

"Wherefore, the decision appealed from is hereby modified in the sense that defendant Marasigan shall not be compelled to assume his former position as assistant manager in the business of the plaintiff, unless he be willing to serve as such, with compensation at the rate of P60 per month. The decision is affirmed in all other respects, with the understanding, however, that defendant Marasigan shall pay to the plaintiff the damages that the latter may prove to have suffered if the provision regarding the execution of a new contract of lease of said land could not be carried out for any legal impediment. Without pronouncement as to costs in this instance.'

4. After the return of the case to the court of first instance for execution and on August 1, 1950, plaintiff deposited the amount of P10,922.30 with the clerk of court, in compliance with the judgment, and asked for an order against the defendant to deliver the land immediately to him and execute the deed of lease provided for in the decision. This petition was granted on November 10, 1950 over the defendant's opposition.

5. On November 27, 1950 defendant submitted a draft of a deed of lease, which he claimed to conform to

the decision of the court, and on December 12, 1950 he was authorized to withdraw the amount deposited by plaintiff.

But in an order dated January 18, 1951, the court disapproved the draft of the contract of lease submitted by defendant and approved another one prepared by the sheriff. This contract merely recites the judgment, insofar as the term of the lease is concerned, but objection to it was interposed by plaintiff on the ground that under its terms the duration of the lease would be limited to the period ending on November 30, 1951 merely. According to the court, however, the period of lease is ten years from December 1, 1941, the date when plaintiff was placed in possession, excluding the period from September 1, 1942 to August 31, 1947 and, therefore, the lease should end on December 1, 1956 (Orders of January 18, 1951, as amended by order of March 13, 1951.)

6. Upon appeal against the above orders the Court of Appeals promulgated the decision, now appealed from as follows:

"Wherefore, the orders of March 13 and April 19, 1951 are hereby set aside and the defendant Francisco Marasigan is hereby ordered to execute a contract of lease embodying the conditions set forth in the decision of the lower court, with the understanding that the contract should be for a period of 9 years and 3 months more, to begin from November 10, 1950, until said period is covered in full. If within 10 days from the receipt of the corresponding notice from the lower court after this decision shall have become final the defendant fails to execute in favor of plaintiff Felicisimo Ronquillo the contract of lease herein provided, then, in pursuance of section 10, Rule 39, of the Rules of Court, the Clerk of the Court of First Instance of Bulacan or any other person whom the lower court may authorize, shall execute said deed of lease in the precise terms as specified in this decision. No pronouncement as to costs."

In arriving at the above judgment, the Court of Appeals reasoned, thus:

> "Predicated on these reason, we did not modify but affirmed the decision of the lower court in so far as it refused to award damages to plaintiff. Anyway, and even assuming that we cannot clarify the scope of the decision of the lower court as slightly modified by us, and that by such decision the contract of lease to be executed' by the defendant in favor of the plaintiff should be as decreed in the appealed order of March 13, 1951. We shall not forget that Marasigan demanded and received the sum of P14,000 as payment in full of a whole term of ten years of lease, and even if by virtue of the decisions rendered in this case he could not be compelled to execute the lease contract for the remaining period of 9 years and 3 months, yet by his own act of withdrawing the sum of P10,922.30, which together with other sums previously received made the total of P14,000 which corresponds to the rentals for the entire period of ten years, he contracted the obligation, independently of said decision, to execute a deed of lease of the property in question for the unenjoyed term of 9 years and 3 months, as otherwise he would receive payment of rents for the period from September 1, 1947, to November 10, 1950, during which he (Marasigan) and not the plaintiff was in possession of the land in controversy and enjoying the proceeds thereof."

The rule is absolute that after a judgment becomes final, by the expiration of the period provided by the rules within which it so becomes, no further amendment or correction can be made by the Court except for clerical errors or mistakes. Thus, it has been held:

> "The general power to correct clerical errors and! omissions does not authorize the court to repair its own inaction, to make the record and judgment say what the court did not adjudge, although it had a clear right to do so. The court cannot under the guise of correcting its record put upon it an order or judgment it never made or rendered, or add something to either which was not originally included although it might and should have so ordered or

> adjudged in the first instance. It cannot thus repair its own lapses and omissions to do what it could legally and properly have done at the right time. A court's mistake in leaving out of its decision something which it ought to have put in, and something in issue of which it intended but failed to dispose, is a judicial error, not a mere clerical misprision, and cannot be corrected by adding to the entered judgment the omitted matter on the theory of making the entry conform to the actual judgment entered." (Freeman on Judgments, Vol. I, Sec. 141, p. 273.)
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> "But the failure of the court to render judgment according to law must not be treated as a clerical misprision. Where there is nothing to show that the judgment entered is not the judgment ordered by the court, it cannot be amended. On the one hand, it is certain that proceedings for the amendment of judgments ought never to be permitted to become revisory or appellate in their nature; ought never to be the means of modifying or enlarging the judgment or the judgment record, so that it shall express something which the court did not pronounce, even although the proposed amendment embraces matter which ought clearly to have been so pronounced." (Freeman on Judgments, Vol. I, Sec. 141, pp. 274-275.)

The change ordered by the Court of Appeals was made when the judgment was already being executed; and it can not be said to merely correct a clerical error because it provides for a contract of lease of nine years and three months duration, from November 10, 1950, which is different from one of ten years from December 1, 1941, excluding the period from September 1, 1942 to August 31, 1947. The modification is, however, sought to be justified by two circumstances, namely, the withdrawal by the lessor of the amount of P10,922.30, which amount, together with sums previously received, total P14,000, and which is the rental for a full ten year term, and the injustice caused to lessee because he was not placed in possession from September 1, 1947 but only on November 10, 1950, when the court ordered the execution of the judgment.

The reasons given above are not entirely without value or merit; but while they may entitle the lessee to some remedy, the one given in the appealed decision flies in the teeth of the procedural principle of the finality of judgments. When the decision of the Court of Appeals on the first appeal was rendered, modification thereof should have been sought by proper application to the court, in the sense that the period to be excluded from the ten-year period of the lease (fixed by the judgment of the Court of First Instance to begin on September 1, 1942 and end on August 31, 1947) be extended up to the date when the land was to be actually placed in the possession of the lessee. This full period should be excluded in the computation of the ten-year lease because the delay in lessee's taking possession was attributable to the lessor's fault. Whether the failure of the lessee to secure this modification in the original judgment as above indicated is due to the oversight of the party, or of the court, or of both, the omission or mistake certainly could no longer be remedied by modification of the judgment after it had become final and executory.

As to the acceptance by the lessor of the full amount of the price of the lease for a full ten year period, from which acceptance the judgment infers an acquiescence in a lease for fully ten years from November 10, 1950 (the date when lessee was placed in possession after judgment), it must be stated that as such act of acceptance was made after the date of the final judgment, it may not be permitted to justify its modification, or change, or correction.

Said act of acceptance may create new rights in relation to the judgment, but the remedy to enforce such rights is not a modification of the judgment, or its correction, but a new suit or action in which the new issue of its (acceptance) supposed existence and effects shall be tried and decided.

The judgment appealed from should be as it hereby is, reversed, and the orders of the court of first instance of January 18, 1951 and March 13, 1951, affirmed, without costs. So ordered.

Paras, C. J., Pablo, Bengzon, Padilla, Montemayor, Reyes, Jugo, and *Bautista Angelo, JJ.,*

concur.

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