

Title:

****Ledesma vs. Court of Appeals & Rizal Commercial Banking Corporation: A Clarification on the Interruption of Prescriptive Periods****

Facts:

This case initiated when Rizal Commercial Banking Corporation (RCBC) filed Civil Case No. 38287 against Jaime Ledesma on August 21, 1980, to enforce a Trust Receipt Agreement. Due to the inability to serve summons, the case was dismissed without prejudice on March 3, 1981. On December 2, 1988, RCBC filed another case (Civil Case No. 88-2572) for the same cause in the Regional Trial Court of Makati, which Ledesma moved to dismiss on grounds of prescription. However, the trial court ruled in favor of RCBC, a decision affirmed by the Court of Appeals. Ledesma's subsequent petition for review on certiorari was denied by the Supreme Court, leading to the filing of a motion for reconsideration.

Issues:

1. Whether the filing of an action tolls or interrupts the prescription period for the action based on a written contract.
2. The correct interpretation of Article 1155 of the Civil Code as it relates to the interruption of the prescriptive period due to the filing of a judicial action.

Court's Decision:

The Supreme Court denied Ledesma's motion for reconsideration with finality, holding that the filing of an action interrupts the prescriptive period, thereby causing it to commence anew from the cessation of the interruption. The Court clarified that this interpretation applies similarly to the effects of a written extrajudicial demand by the creditor or a written acknowledgment of the debt by the debtor on the prescriptive period.

Doctrine:

The Supreme Court established that the interruption of the prescriptive period, as mentioned in Article 1155 of the Civil Code, applies uniformly whether due to an extrajudicial demand, a written acknowledgment of a debt, or the filing of an action. The effect is to start anew the prescriptive period following the interruption.

Class Notes:

- ****Prescriptive Period****: The time limit set by law for the filing of an action.
- ****Article 1155, Civil Code****: Details how the prescriptive period for filing an action is interrupted.

- **Interruption vs. Tolling**: Interruption of a prescriptive period means starting the period anew after the interruption ceases, while tolling merely pauses the running of the period.

Historical Background:

This case offers a judicial clarification of the operation of the prescriptive periods in civil actions under Philippine law, particularly addressing the inconsistent interpretations of Article 1155 of the Civil Code. It reaffirms the principle that legal actions, written extrajudicial demands, and acknowledgments of debt by the debtor uniformly interrupt the prescriptive periods, aligning with logical and equitable considerations.