

****Title:**** Bernarda S. Canonizado v. Judge Regina G. Ordonez Benitez and Atty. Cesar R. Canonizado Digest)

****Facts:****

The case began with a decision by the Court of Appeals on September 27, 1968, ordering Atty. Cesar Canonizado to provide monthly support of P100.00 to the petitioner, Bernarda S. Canonizado, starting October 1964. This decision became final on January 21, 1969. A series of legal moves ensued for the execution of this decision, including the issuance and recall of a writ of execution, agreements between the parties on payment arrangements, and multiple motions for execution due to unsatisfied payment arrears. Bernarda filed multiple petitions to enforce the decision and further motions for current and past support, leading to the issuance, denial, and appeal of writs of execution. Meanwhile, Cesar Canonizado had contested the motions for support on the basis that his obligation had ceased. This long-drawn legal battle culminated in the consolidation of petitions before the Philippine Supreme Court: G.R. No. L-49315, focusing on the issuance of an alias writ of execution for payment of arrears in support, and G.R. No. 60966, concerning the motion for payment of current support.

****Issues:****

1. Whether the respondent judge should be compelled by mandamus to issue an alias writ of execution for the payment of arrearages in support.
2. Whether the respondent judge can be compelled to act on the petitioner's motion for payment of current support.

****Court's Decision:****

The Supreme Court granted the petition in G.R. No. L-49315, ordering the respondent court to issue the alias writ of execution for the payment of arrears in support. The Court justified this by citing that a judgment for support does not become dormant and remains enforceable beyond the five-year period typically applicable to judgments due to its continuing nature. Conversely, the petition in G.R. No. 60966 was dismissed for lack of merit, with the Supreme Court directing the lower court to evaluate the continuing need for current support, thereby acknowledging that the obligation to support between spouses endures unless there's evidence proving otherwise.

****Doctrine:****

A judgment for support is non-dormant, allowing enforcement beyond five years due to its continuing nature. This principle underscores the legal recognition of supports' inherent

characteristics, differentiating it from other judgments. Additionally, the enforceability of a judicial compromise through execution was affirmed, emphasizing its binding nature unless consent is expressly rescinded. ^{Digest)}

****Class Notes:****

- ****Execution of Support Judgments:**** Support judgments can be executed beyond the five-year period due to their continuing nature.
- ****Judicial Compromise:**** A judicial compromise can be enforced through a writ of execution. Failure to comply allows the other party to either enforce the agreement or insist upon their original demand.
- ****Right to Support:**** The right and obligation to provide support persist throughout the marriage, with its demandability being subject to change based on the parties' circumstances.
- ****Mandamus in Support Enforcement:**** Mandamus applies in compelling the issuance of an alias writ of execution for unpaid support, not for adjudicating on the continuing necessity for support.

****Historical Context:****

The Canonizado case reflects the persistent legal struggles involved in the enforcement of financial support obligations, particularly in the context of family law. It encapsulates the Philippine judiciary's stance on the importance of maintaining financial support where legally mandated while emphasizing the flexibility and adaptivity of such obligations to the changing circumstances of the parties involved. This case highlights how legal mechanisms like mandamus and the conditions under judicial compromises are utilized in enforcing and adjusting these obligations, illustrating the dynamic nature of family law in the Philippines.