

Mercury Drug Corporation vs Spouses Richard Y. Huang & Carmen G. Huang, and Stephen G. Huang

Title:

Mercury Drug Corporation and Rolando J. Del Rosario vs. Spouses Richard Y. Huang & Carmen G. Huang, and Stephen G. Huang

Facts:

- **December 20, 1996:** Stephen Huang and his parents, Spouses Richard Y. Huang and Carmen G. Huang, were involved in an accident where a six (6)-wheeler truck owned by Mercury Drug Corporation and driven by Rolando J. Del Rosario collided with Stephen's car.
- **April 29, 1997:** The Huangs filed a complaint for damages based on quasi-delict.
- **September 29, 2004:** The Regional Trial Court found Mercury Drug and Del Rosario jointly and severally liable for actual damages, compensatory damages, moral damages, exemplary damages, and attorney's fees.
- **2005:** The Court of Appeals affirmed the RTC decision but reduced moral damages from P4,000,000.00 to P1,000,000.00.
- **June 22, 2007:** The Supreme Court affirmed the CA decision.
- **August 8, 2007:** Motion for reconsideration/new trial by Mercury Drug and Del Rosario was denied.
- **October 3, 2007:** Entry of judgment was made.
- **February 1, 2008:** Huangs moved for the execution of the judgment.
- **July 21, 2008:** The RTC granted the motion for execution.
- **August 26, 2008:** Mercury Drug and Del Rosario moved to quash the Writ of Execution and for the inhibition of the presiding judge.
- **Post-August 26, 2008:** Garnishment of Mercury Drug and Del Rosario's bank accounts initiated.
- **December 18, 2008:** Mercury Drug and Del Rosario filed a Petition for Certiorari before the Court of Appeals.
- **January 20, 2011:** CA denied the petition.
- **July 6, 2011:** CA denied the motion for reconsideration.
- **September 1, 2011:** Mercury Drug and Del Rosario filed for review on certiorari with the Supreme Court.
- **December 11, 2013:** The Supreme Court gave due course to the petition and required both parties to submit their memoranda.
- **March 14, 2014:** Both parties submitted their respective memoranda.

Issues:

1. **Whether the case falls under any exceptions to the doctrine of immutability of judgments including clerical errors.**
2. **Whether the writ of execution conforms to the judgment sought to be enforced.**
3. **Whether the monetary awards should be paid in installments or lump sum.**

Court's Decision:

1. **Immutability of Judgments:**

- The Supreme Court held that there are no clerical errors or ambiguities in the computation of life care costs and loss of earning capacity. Both figures in the dispositive portion were consistent with the body of the judgment.
- The arguments to amend these awards were deemed substantial, seeking to revisit the merits of the case, which is impermissible under the doctrine of immutability.
- The court emphasized that reducing the award penalizes Stephen's recovery and went against the prior rulings of the trial and appellate courts.

2. **Writ of Execution:**

- The writ issued by the RTC conformed accurately to the judgment and did not exceed its terms.
- There was no variance observed that would necessitate an amendment or a retraction.

3. **Mode of Payment:**

- The Court clarified that judgment did not provide for installments or amortization of the awards.
- Rule 39, Section 9(a) of the Rules of Court applies in absence of specific directives, hence immediate payment is required.

Doctrine:

- **Doctrine of Immutability of Judgments:** A final and executory judgment cannot be modified. Exceptions include clerical errors, nunc pro tunc entries, void judgments, and supervening events.
- **Clerical Errors:** Limited to typographical errors or arithmetic miscalculations, which do not alter the substantive rights and obligations of parties.

Class Notes:

- **Doctrine of Immutability of Judgments:** Once final, a judgment cannot be amended except for limited clerical errors or substantial ambiguities.

- ****Writ of Execution Compliance:**** Must match the tenor of the judgment accurately.
- ****Payment Compliance:**** Rule 39, Section 9(a) of the Rules of Court mandates immediate payment unless otherwise specified.

Historical Background:

- ****Context:**** The case exemplifies the principle that final judgments must be respected and enforced as concluded, cementing the authority of finality to bring stability and conclusiveness to litigation. It underscores the rigidity of final judgments against attempts to re-litigate under the guise of clarifying claims. The decision reinforced the system's commitment to immutability of judgments to ensure fairness, avoid unnecessary delays, and support the judicial processes in unequivocal terms.