

Title:

National Marketing Corporation v. Tecson, 139 Phil. 584 (1969)

Facts:

1. **Initial Judgment**: On November 14, 1955, the Court of First Instance (CFI) of Manila ruled in favor of the Price Stabilization Corporation (PRATRA) against Miguel D. Tecson and Alto Surety & Insurance Co., Inc. (Case No. 20520). The court ordered Tecson and Alto Surety to pay PRATRA P7,200 plus 7% interest, attorney's fees of P500, and costs. Tecson was also to indemnify Alto Surety.
2. **Service of Judgment**: The judgment was served on the defendants on November 21, 1955.
3. **Succession of Rights**: The National Marketing Corporation (NAMARCO) became the successor to PRATRA's assets and rights, including the judgment debt.
4. **Complaint for Revival**: NAMARCO filed a complaint on December 21, 1965, with the same CFI (Civil Case No. 63701) to revive the judgment against Tecson and Alto Surety, claiming they had not paid the amounts specified in the 1955 judgment.
5. **Motion to Dismiss**: Tecson moved to dismiss the complaint on two grounds: lack of jurisdiction and prescription of action (claiming the action was filed too late).
6. **CFI Ruling on Dismissal**: On February 14, 1966, the CFI dismissed NAMARCO's complaint against Tecson on the ground of prescription, interpreting that the ten-year period had expired on December 19, 1965, accounting for leap years.
7. **Appeal**: NAMARCO appealed this dismissal to the Court of Appeals, which subsequently certified the case to the Supreme Court, as it only involved a question of law—whether the action for the revival of judgment was barred by the statute of limitations.

Issues:

1. **Prescription**:

- Did NAMARCO's action for the revival of the judgment file within the ten-year prescriptive period?
- How should the ten-year period be computed under Article 13 of the Civil Code considering leap years?

Court's Decision:

1. **Affirming Lower Court**: The Supreme Court affirmed the CFI's dismissal of NAMARCO's complaint.

2. **Article 13 Interpretation**:

- **Year Definition**: The Court held that according to Article 13 of the Civil Code, a "year" should be understood as 365 days.

- **Leap Year Consideration**: Given 1960 and 1964 were leap years, the ten-year period did not coincide with the calendar years ending on December 21, 1965, but rather on December 19, 1965 (3,650 days from December 21, 1955).

3. **Commencement of Prescription**:

- The right to revive the judgment accrued on December 21, 1955.

- Therefore, NAMARCO's filing on December 21, 1965, missed the ten-year window by two days, making it time-barred.

Doctrine:

1. **Statutory Periods**:

- For purposes of prescription, "years" are interpreted as 365-day periods under Article 13 of the Civil Code.

Class Notes:

- **Prescription of Actions**:

- **Civil Code Article 1144(3)**: Actions upon a judgment must be brought within ten years from the time the right of action accrues.

- **Civil Code Article 13**: Defines a "year" as 365 days. Leap years must be accounted when calculating prescriptive periods.

- **Rule 39, Rules of Court**: Pertains to enforcement and revival of judgments.

Historical Background:

- **Civil Code Transition**: The case exemplifies the transition from Spanish Civil Code principles, which counted months generally as 30 days, to the Philippine Civil Code that explicitly defines a year as 365 days.

- **Judicial Interpretation**: Reflects judicial compliance with statutory definitions despite ordinary practices or the perceived reasonableness of time calculations.