

ROSITA YAP VDA. DE CHI, PETITIONER, VS. HON. SANTIAGO O. TAÑADA, PRESIDING JUDGE OF BR. V OF THE COURT OF FIRST INSTANCE OF CEBU, SOUTHERN ISLANDS HOSPITAL AND CHONG HUA HOSPITA...*G.R. No. L-27274. January 30, 1982*

Ponente: CONCEPCION JR., J.

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Petition for certiorari, prohibition, and injunction with preliminary injunction, to annul and set aside the orders of the respondent Court issued in Civil Case No. R-7400 of the Court of First Instance of Cebu, entitled: "Rosita Yap Vda. de Chi, plaintiff, versus Alfonso Corominas, Jr. and Simplicio Lawas, defendants; Alfonso Corominas, Jr., third-party plaintiff, versus Capital Insurance & Surety Co., Inc., third-party," dated July 23, and July 30, 1966, directing the defendants and the surety company to pay the Southern Islands General Hospital and the Chong Hua Hospital the sums of P686.35 and P4,238.56, respectively, as well as the order dated August 13, 1966, denying the motion for the reconsideration of said orders.

As a result of a vehicular accident wherein a passenger bus, owned and operated by Alfonso Corominas, Jr., and driven by Simplicio Lawas, fell into an embankment in Lobo, Sogod, Cebu on June 8, 1961, thereby causing serious physical injuries to one of its passengers therein, herein petitioner, Rosita Yap Vda. de Chi, which necessitated her hospitalization for more than five months and rendered her a helpless invalid needing constant care and medical attention, an action for recovery of damages was filed by the petitioner against Alfonso Corominas, Jr., and Simplicio Lawas with the Court of First Instance of Cebu, docketed therein as Civil Case No. R-7400. Since the vehicle was insured with the Capital Insurance & Surety Co., Inc., a third-party complaint was filed against the surety company.

After trial thereof, the respondent Court rendered a decision on July 3, 1964, the dispositive portion of which reads, as follows:

"WHEREFORE, based on all the foregoing considerations, judgment is hereby rendered in favor of the plaintiff and against the defendants Alfonso Corominas, Jr., and Simplicio Lawas, ordering the latter to pay jointly and severally, to the former, the said total sum of P40,302.31, plus costs; and, in turn, the third-party defendant, the Capital Insurance and Surety Co., Inc. is hereby adjudged and ordered to pay the same amount of P40,302.31 to the said defendant Alfonso Corominas, Jr., by way of indemnifying the said defendant, as third-party plaintiff, is condemned and ordered to pay to the plaintiff but the said third-party defendant, under this judgment is simultaneously adjudged and ordered to make the necessary indemnification to the said Alfonso Corominas, Jr., irrespective as to whether the latter has actually or not actually made partial full payment and settlement to the plaintiff of the said amount of P40,302.31, plus costs, which he is ordered to pay to the plaintiff once this judgment has become final and executory."[1]

The judgment having become final, a writ of execution was issued against the defendants and the surety company. Thereafter, the herein petitioner and the surety company entered into an agreement providing for a mode of

payment of the judgment, and of the amount of P40,302.31, only P6,700.00 has remained unpaid up to the filing of the instant petition.[2]

On July 23, 1966, the respondent Court, upon motion of the Southern Islands Hospital, issued an order which reads, as follows:

"Considering the motion of the Southern Islands Hospital, represented by the fiscal, to order the Capital Insurance Co. to pay the said hospital directly the sum of P686.35 out of the balance of the judgment, and it appearing that the claim of the hospital is just and legal, being recognized in the judgment.

"WHEREFORE, the motion is hereby granted. The Capital Insurance & Surety Co., Inc. is hereby ordered to pay directly to the Southern Islands Hospital the amount of P686.35 out of the residue of the unpaid judgment."[3]

On July 30, 1966, the respondent Court, upon motion, issued another order, requiring the defendant Alfonso Corominas, Jr. and the Capital Insurance and Surety Co., Inc., to pay the herein respondent, Chong Hua Hospital, the amount of P4,238.56.[4]

On August 10, 1966, the herein petitioner filed a motion for the reconsideration of the said orders, claiming that the issuance of the orders in question was absolutely and clearly beyond the power and jurisdiction of the respondent Court in that the herein respondents Southern Islands Hospital and Chong Hua Hospital are not parties to the case and that said orders have the effect of altering, changing, modifying and varying the judgment, which has long become final and almost completely executed, as well as of disturbing the settled and adjudicated rights of the parties in said Civil Case No. R-7400; and that, granting arguendo, that the respondents Southern Islands Hospital and Chong Hua Hospital have individual claims against the petitioner, the same should be ventilated in separate and independent actions before courts of competent jurisdiction, where the petitioner could be given a chance or opportunity to exercise her fundamental right to explain or to set up defenses, such as deposits made and other defenses personal to her - matters or issues which are new and which were not treated or considered by the respondent Court at the time of the rendition of the judgment.[5]

The respondents filed their opposition thereto,[6] and on August 13, 1966 the respondent Court denied the motion for reconsideration.[7]

Hence, the instant petition to annul and set aside the orders of July 23, July 30, and August 13, 1966.

The private respondent, Chong Hua Hospital,[8] maintains that no error had been committed by the respondent Court although the private respondent, Chong Hua Hospital, was not a formal party in the case since the petitioner had been found to have incurred the amount of P4,238.56, as expenses for her treatment and hospitalization and confinement in the Chong Hua Hospital and the respondent Court was merely executing that portion of the decision when it ordered the defendants and the surety company to pay said amount to the private respondent.

Technically it was error for the respondent Court to order the defendants and the surety company to pay the respondents Southern Islands Hospital and Chong Hua Hospital the amounts of P686.35 and P4,238.56, respectively, from the balance of the judgment yet to be paid to the herein petitioner by the defendants and the surety company since the said respondents are not parties in the case. The judgment sought to be executed specifically ordered the defendants Alfonso Corominas, Jr. and Simplicio Lawas to pay, jointly and severally, the plaintiff Rosita Yap Vda. de Chi, the amount of P40,302.31, plus costs; and for the surety company to indemnify the defendant Alfonso Corominas, Jr. the amount of P40,302.31, which the said defendant is ordered to pay the plaintiff. Consequently, to order the payment of certain portions thereof to the herein respondent hospitals, Southern Islands Hospital and Chong Hua Hospital, would be to modify, alter, or vary the terms of the judgment.

While said respondents may have an interest over the said amounts claimed by them, their remedy was not to file a mere ex-parte motions before the court of competent jurisdiction, since the judgment rendered in the case had already become final and almost executed and the law allows no intervention after the trial has been terminated.[9]

On the other hand, it cannot also be denied that the sums of money in question have been awarded to the herein petitioner as expenses for her hospitalization in the respondent hospitals and are based upon petitioner's own evidence.[10] To order the filing of a separate and independent action to recover a claim where the respondent hospitals concerned will have to prove exactly a claim which had already been tried, litigated and adjudged would unduly result in multiplicity of suits.[11] Considering that the herein respondents claim that the herein petitioner has not yet paid the amounts she incurred for hospitalization, the interests of justice will be best served if a hearing be conducted to determine whether or not the hospital bills have been paid, instead of requiring the respondent hospitals to file separate actions to recover their respective claims.

WHEREFORE, judgment is hereby rendered setting aside the orders issued by the respondent court on July 23, 1966, July 30, 1966, and August 13, 1966, in Civil Case No. R-7400 of the Court of First Instance of Cebu, and ordering the respondent court to conduct a hearing, after proper notice to the parties, to determine whether or not the hospital bills incurred by the petitioner Rosita Yap Vda. de Chi with the Southern Islands General Hospital and the Chong Hua Hospital have been paid, and thereafter, to render a decision accordingly. No costs.

SO ORDERED.

De Castro and Escolin, JJ., concur. Barredo, J., (Chairman), concurs. He cannot see any injury or damage that can be suffered by petitioner by the hearing ordered in the judgment herein. If she has already paid her hospital bills, all she has to do is present proof of such payment in the hearing rather than engage the hospital in another litigation. Aquino, J., see concurring opinion. Abad Santos, J., joins in J. Ericta's dissent. Ericta, J., files separate dissenting opinion.

[1] Rollo, pp. 81-82.

[2] Id., pp. 3-4, pars. 3 and 4 of the Petition.

[3] Id., p. 13.

[4] Id., p. 14.

[5] Id., p. 17.

[6] Id., pp. 21, 24.

[7] Id., p. 30.

[8] No answer had been filed by the respondent Southern Islands Hospital, despite receipt of summons on March 27, 1967. (See Rollo, p. 31 and the reverse side thereof.)

[9] Chapman vs. Ong To, 70 Phil. 305.

[10] Rollo, pp. 71-72.

[11] David vs. De la Cruz, 103 Phil. 380.

CONCURRING OPINION

AQUINO, J.:

I concur. In the 1964 judgment rendered by Judge Modesto R. Ramolete, it is stated that, according to petitioner's Exhibit B, she incurred hospitalization expenses at the Chong Hua Hospital in the sum of P4,238.56 and, according to her Exhibit C, her account with the Southern Islands Hospital amounted to P686.35 (p. 71, Rollo). The doctors from the two hospitals testified on the said expenses.

In that decision, those two items formed part of the total damages of P40,302.31 awarded by the trial court to the petitioner (p. 75, Rollo).

The two hospitals adopted a pragmatic procedure in asserting their claims in the trial court after the rendition of the judgment and after they were convinced that the petitioner had no intention of paying their claims out of the proceeds of the judgment.

The hearing being ordered in this decision is precisely intended to give the petitioner a chance to justify her opposition to the payment of the said amounts to the two hospitals.

It is a hearing in a proceeding supplementary to execution. To require the hospitals to sue the petitioner in a separate action more than seventeen years after the rendition of the trial court's judgment is not equitable and just.

The trial court in allowing the claims of the two hospitals endeavored to make its writ of execution conformable to law and justice. In ordering a hearing, we adopted a procedure conformable to the spirit of the Rules of Court which are intended to assist the parties in obtaining just, speedy and inexpensive determination of their claims. The two hospitals were for all purposes parties during the trial of this case. (Sec. 2, Rule 1, Secs. 5[g] and 6, Rule 135.)

DISSENTING OPINION

ERICTA, J.:

I dissent. After the decision has become final and executory, we may no longer require the trial court to conduct a new or an additional hearing to determine what reliefs may be granted to persons who were never parties to the case. The judgment can no longer be altered.

The decision in this case has long become final and executory. Out of the original amount of P40,302.31 awarded in favor of the plaintiff Rosita Yap Vda. de Chi, the sum of P33,602.31 has been paid. Only the amount of P6,700.00 remains to be paid.

To require now the respondent court "to conduct a hearing, after proper notice to the parties, to determine whether or not the hospital bills incurred by the petitioner (plaintiff in the court below) with the Southern Islands General Hospital and the Chong Hua Hospital have been paid, and thereafter to render a decision accordingly," which is what Mr. Justice Concepcion wants to be done, is to reopen a case that has become final and executory.

The rule is well established that once a decision has become final and executory the only jurisdiction left with the trial Court is to order execution of the decision. (Alfonso Rili vs. Chunaco, 98 Phils. 505)

Once a judgment becomes final, the prevailing party is entitled as a matter of right to a writ of execution, and the issuance thereof is the Court's ministerial duty, compellable by mandamus. It has been fittingly observed that "an execution is the fruit and the end of the suit, and is very aptly called the life of the law." (Carreon vs. Hon.

Buissan, L-41875, March 12, 1976, 70 SCRA 57.)

The two respondent hospitals were never parties to the case. Hence, they have no personality to intervene in the execution, nor any right to share with the petitioner in the damages awarded to her.

Only real parties in interest in an action are bound by the judgment rendered therein by the writs of execution and demolition issued pursuant thereto. (Lorenzana vs. Cayetano, L-37051, August 31, 1977, 78 SCRA 485.)

The two respondent hospital's motions during the period of execution of the judgment praying that the defendant be ordered to pay to them directly a part of the damages awarded in favor of the petitioner do not effectuate a valid intervention. An intervention is allowed only "before and during a trial" (Rule 12 Sec. 2 Rules of Court).

The Court can allow intervention only before or during a trial and trial is here used in a restricted sense and refers to the period for the introduction of evidence by both parties. Where a judgment has been rendered, intervention is no longer proper. (Pacursa vs. Del Rosario, 24 SCRA 125).

Avoiding multiplicity of suits is a lame excuse to justify a rehearing of a case that has long become final and executory, especially if such a rehearing may result to a substantial amendment of the original decision.

The basic rule of finality of judgment is applicable indiscriminately to one and all since the rule is grounded on fundamental consideration of public policy and sound practice that at the risk of occasional error, the judgment of courts and awards of quasi-judicial agencies must become final at some definite date fixed by law. (Volkschel Labor Union vs. NLRC, 98 SCRA 314)

The respondent hospitals are not deprived of their appropriate remedy. They may file their own complaints in separate actions against the petitioner for the collection of her hospital bills. In the separate actions, the defendant is also given ample opportunity to assert her defenses either in a motion to quash or in her answer. Thus, the issues are clearly defined before trial, and nobody is deprived of the right to procedural due process.

We believe that the questioned orders of the trial Court dated July 23rd, July 30th and August 13, 1961 are null and void and should be annulled and set aside.

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