

GREGORIO STA. ROMANA SUBSTITUTED BY DIOSDADO STA. ROMANA, PLAINTIFF-APPELLANT, VS. MARIANO M. LACSON, ALIAS MAYO LACSON OR MARIANO M. LACSON, JR., DEFENDANTS-APPELLANTS.

G.R. No. L-27754. April 08, 1981

Ponente: FERNANDEZ, J.

Read online (full-text search, related cases, audio case brief): <https://batas.org/library/8c23bdea67e9/>

FERNANDEZ, J.:

This is an appeal from the decision of the Court of First Instance of Manila, Sixth Judicial District, Branch XXIII, dated February 27, 1967, dismissing an action for revival of judgment on the finding that the same has already prescribed, with costs against the plaintiff.[1]

In Civil Case No. 13717 of the Court of First Instance of Manila, entitled "Macondray & Co., Inc., plaintiff, versus Jose Puno Pineda, et al., defendants; Gregorio Sta. Romana, plaintiff-intervenor vs. Mariano M. Lacson, defendant-intervenee", a decision dated March 18, 1954 was rendered, the dispositive portions of which reads:

"For the foregoing considerations, the Court hereby renders judgment in favor plaintiff and against defendants Jose Puno y Pineda and Juanito Baldeo, ordering the latter two to pay jointly and severally to the plaintiff the amount of P27,500.00, with legal rate of interest from date the complaint was filed, plus the sum of P2,000.00 as attorney's fee, until the full amount shall have been paid; with costs against said defendants. The sale of the six recovered vehicles made by the Sheriff of Manila and the delivery of the proceeds to plaintiff are approved and confirmed.

"In regard to the complaint in intervention, judgment is hereby rendered in favor of plaintiff-intervenor Gregorio Santaromana and against cross-defendant Mariano M. Lacson Jr., ordering the latter to pay to the former the amount of P8,000.00, representing the value of the Packard 8 Club Sedan seized from him, and the amount of the unredeemed promissory note, as stated above, plus legal rate of interest from the date the complaint in intervention was filed, until the full amount shall have been paid; to reimburse said plaintiff-intervenor the amount of P200.00 as expenses, and the amount of P500.00 as attorney's fee; with costs against said cross-defendant.

"SO ORDERED."[2]

A copy of the decision was received by counsel for the defendants on March 23, 1954.

On motion for reconsideration filed by the plaintiff Macondray & Co., Inc., the lower court rendered an amended and clarified judgment dated July 13, 1954, the dispositive part of which reads:

"The dispositive part (first paragraph) of the said decision of March 18, 1954, is hereby amended, to read, as follows:

'For the foregoing consideration, the Court hereby renders judgment in favor of plaintiff and against the defendants Jose Puno Pineda and Juanito Baldeo, ordering said two defendants to deliver to the plaintiff the

following described cars to be disposed off on the foreclosure proceedings, and the proceeds thereof to satisfy the indebtedness of the defendants in favor of the plaintiff:

ONE (1) New Packard 8 Club Sedan Engine No. G-27963CE

ONE (1) New Packard Super de Luxe Convertible, Engine No. G-4139060, Serial No. 2279-7787

ONE (1) New Super de Luxe Packard 8 Sedan Engine No. G-425762Ce, Serial No. 2272-9-15422

Upon failure of the defendants to turn over the above described cars, the defendants are hereby ordered to pay the corresponding value of these three cars to the plaintiff to be applied to their indebtedness. Defendants shall pay the plaintiff the sum of P2,000.00 as attorney's fees and shall pay the costs.

'The sale of the six (6) recovered vehicles made by the Sheriff of Manila and the delivery of the proceeds to the plaintiff are hereby approved and confirmed.'

"The second paragraph of the dispositive part and the rest of the decision shall remain unaltered and unamended.

"SO ORDERED.

"Manila, Philippines, July 13, 1954."[3]

A copy of the amended decision was received by the counsel for the cross-defendant on July 19, 1954.

The judgment dated March 18, 1954, as amended and clarified on July 13, 1954 was not satisfied, hence Gregorio Sta. Romana filed on July 3, 1964 an action for the enforcement of the said amended and clarified judgment against Mariano M. Lacson in the Court of First Instance of Manila.[4]

The defendant filed his answer to the complaint for revival of judgment alleging as affirmative defense that the action to revive is barred by the Statute of Limitations said action having been filed more than ten (10) years from the date the judgment sought to be enforced had become final and executory.[5]

The Court of First Instance of Manila dismissed the case on the ground of prescription because:

"An examination of the judgment of the Court of First Instance of Manila dated March 18, 1954 shows that the said judgment contains two parts: (a) the first paragraph which adjudicated the controversy between the plaintiff Macondray & Co. Inc. vs. Jose Puno Pineda, et als., and (b) the second paragraph which adjudicated the controversy between plaintiff-intervenor Gregorio Sta. Romana vs. Mariano M. Lacson, defendant-intervenee. The amendatory order of July 13, 1954 amended only the first paragraph of the aforementioned judgment. It did not in any manner amend, modify or alter the second paragraph of the judgment which concerned Gregorio Sta. Romana and Mariano M. Lacson. The two paragraphs of the judgment were independent and separate from each other and involved different parties. The amendment of the first paragraph of the judgment did not in any manner alter, modify or affect the second paragraph. So as not to leave any doubt of its intention not to modify or alter the second paragraph of the judgment, the Court expressly stated in its order of July 13, 1954 that 'The second paragraph of the dispositive part and the rest of the decision shall remain unaltered and unamended.'

"The plaintiff in his manifestation dated November 29, 1966 stated that Mariano M. Lacson's lawyer received a copy of the decision of March 18, 1954 on March 23, 1954. If that is so and considering that neither Mariano M. Lacson nor Gregorio Sta. Romana filed any motion for reconsideration or for new trial in connection with the second paragraph of the judgment of March 18, 1954, the said judgment became final thirty (30) days thereafter or on April 23, 1954. Gregorio Sta. Romana could have obtained execution as a matter of right on the second paragraph of the judgment against Mariano M. Lacson at any time from April 24, 1954 until five

(5) years from that date. After the expiration of such 5-year period, Sta. Romana could have filed an action to revive the said judgment before the expiration of ten (10) years (Sec. 6, Rule 39, Rules of Court). Since the present action was filed after the expiration of ten (10) years from April 24, 1954, the action to revive the judgment has already prescribed as contended by the defendant."[6]

The plaintiff-appellant assigned the following errors:

"I

"THE LOWER COURT ERRED IN NOT HOLDING THAT THE TEN-YEAR PRESCRIPTIVE PERIOD FOR ENFORCING ITS JUDGMENT SHOULD BE COMPUTED FROM AUGUST 19, 1954, WHEN ITS AMENDED DECISION BECAME FINAL AND EXECUTORY, AND NOT FROM APRIL 23, 1954, WHEN THE SECOND PART OF THE FALLO OF SAID JUDGMENT ALLEGEDLY BECAME FINAL AND EXECUTORY.

"II

"THE LOWER COURT ERRED IN NOT REGARDING THE FALLO OR DISPOSITIVE PORTION OF ITS 1954 JUDGMENT AS AN INTEGRAL AND INDIVISIBLE WHOLE, ALTHOUGH CONSISTING OF TWO PARAGRAPHS, AND IN NOT HOLDING THAT THE WHOLE JUDGMENT BECAME FINAL AND EXECUTORY ONLY FROM THE EXPIRATION OF THE THIRTY-DAY PERIOD FROM NOTICE OF THE AMENDED JUDGMENT CONTAINING THE AMENDMENT OF PARAGRAPH ONE OF SAID FALLO.

"III

"THE LOWER COURT ERRED IN DISMISSING PLAINTIFF'S COMPLAINT ON THE GROUND OF PRESCRIPTION."[7]

The only issue to be resolved in this appeal is from what date the period of ten (10) years should be counted.

It is not disputed that an action to revive should be brought within ten (10) years from the date of entry of final judgment.

The provisions of substantive law (Art. 1144 [3] and Art. 1152, New Civil Code) in relation to the adjective law (Section 6, Rule 39, Revised Rules of Court) are applicable to this case.

The Civil Code of the Philippines provides:

"ART. 1144. - The following actions must be brought within ten years from the time the right of action accrues:

xxx xxx xxx xxx

(3) Upon a judgment.

"ART. 1152. - The period for prescription of action to demand the fulfillment of obligation declared by a judgment commences from the time the judgment became final."

The pertinent provision of the Rules of Court reads:

"Sec. 6. - Execution by motion or by independent action. - A judgment may be executed on motion within five (5) years from the date of its entry or from the date of it becomes final and executory. After the lapse of such time, and before it is barred by the Statute of Limitations, a judgment may be enforced by action." (Rule 39, Revised Rules of Court)

Applying the above cited provisions of the Civil Code of the Philippines and the Rules of Court, the judgment appealed from dismissing the revival action filed for the enforcement of the amended and clarified judgment dated July 13, 1954 on the ground of prescription cannot be sustained.

The record of the case shows that the subject matter of the suit in intervention is a Packard 8 Club Sedan which is part and parcel of the whole transaction of nine (9) motor vehicles purchased on credit and secured by chattel mortgage executed by the original defendants in favor of the original plaintiff. A joint trial was held for both the original parties plaintiff and defendants with the plaintiff-intervenor and defendant-intervenee or cross-defendant as a single case. In the amended and clarified judgment dated July 13, 1954 the lower court not only passed upon the validity of the first paragraph of its original decision but likewise clarified and reaffirmed the second paragraph of said judgment in favor of the plaintiff-intervenor.

The court of origin made a thorough restudy of the original judgment and rendered the amended and clarified judgment only after considering all the factual and legal issues. The amended and clarified decision dated July 13, 1954 is an entirely new decision which superseded the original decision dated March 18, 1954. For all intents and purposes, the lower court rendered a new judgment from which the time to appeal must be reckoned.[8]

The counsel for the defendant-appellee received a copy of the amended and clarified judgment on July 19, 1954. The reglementary period within which to appeal lapsed on August 19, 1954 which is the date of the finality of the judgment there being no motion for reconsideration and/or new trial.

The filing of the revival action on July 3, 1964 for the enforcement of the amended and clarified judgment dated July 13, 1954 is well within the reglementary period of ten (10) years provided by law. The judgment of dismissal is a palpable error.[9]

At the pre-trial the parties agreed that the question involved in this case is whether the second paragraph of the decision in Civil Case No. 13717 of the Court of First Instance of Manila has prescribed or not.[10] There is no dispute as to the correctness of said decision. Hence the second paragraph thereof may now be ordered executed.

WHEREFORE, the judgment dismissing Civil Case No. 57587 of the Court of First Instance of Manila is hereby set aside and the defendant Mariano M. Lacson alias Mayo Lacson or Mariano M. Lacson, Jr., is ordered to pay the plaintiff, Diosdado Sta. Romana, as successor in interest of the original plaintiff, Gregorio Sta. Romana, the sums of P8,000.00, P200.00 and P500.00 plus legal interest on the sum of P8,000.00 from October 12, 1951 when the complaint in intervention was filed and legal interest on all the sums and on the accrued interest since July 3, 1964 when the action to revive was filed, and the costs.

SO ORDERED.

Makasiar, Guerrero, and Melencio-Herrera, JJ., concur.
Teehankee, Acting C.J., in the result.

[1] Record on Appeal, pp. 41-45.

[2] Record on Appeal, pp. 9-10, Rollo, p. 6.

[3] Idem., pp. 12-14.

[4] Idem., pp. 1-3.

[5] Idem., pp. 14-16.

[6] Record on Appeal, pp. 43-45.

[7] Brief for the Plaintiff-Appellant, pp. 1-2.

[8] Magdalena Estate, Inc. vs. Caluag, G.R. NO. L-16250, June 30, 1964, 11 SCRA 333, 337.

[9] Continental Bank vs. Tiangco, G.R. NO. L-50480, December 14, 1979, 94 SCRA 715, 718-719.

[10] Record on Appeal, p. 42.

ABOUT BATAS.ORG

Study smarter at BATAS.org

The Philippine bar review and law-school companion built around how your brain actually remembers.

The complete Philippine law library - free for everyone.

More than 100,000 Supreme Court decisions, Republic Acts, and executive issuances - full-text searchable, browsable by category and year, and always free. No paywall, no login. This PDF came from it.

Audio case-brief lectures.

Any decision becomes a podcast-style lecture - facts, issues, ruling, and doctrine - with read-along highlighting and a hands-free presentation mode. Study while commuting, working out, or resting your eyes.

Bar review built on the science of memory.

Complete, sequenced courses for all eight bar subjects, narrated like podcasts and reinforced with retrieval practice and spaced review - the study techniques with the strongest evidence behind them.

The full law-school curriculum.

One subscription unlocks the entire J.D. curriculum - every subject, every lesson, with your progress tracked down to the paragraph so you can pick up exactly where you left off, on any device.

Mock exams that tell you where you stand.

Timed multiple-choice exams graded instantly, with per-subject score breakdowns and focus suggestions that point you at your weakest topics first.

A study planner that keeps you on pace.

Set your schedule and BATAS tells you every day whether you are on track for bar day - and exactly which lesson to take next.

Start free at <https://batas.org>

The law library is free forever - and your first lesson is one click away.

The text of this document is an official public record and remains in the public domain. Formatting, presentation, and compilation © 2026 batas.org.

Downloaded free from the batas.org Law Library. Share it freely - the library is free for every law student, bar reviewee, and practitioner.