

**ROQUE B. PACARIEM AND JUANITA P. MERCADO, REPRESENTED BY
THEIR ATTORNEY-IN-FACT ELVINA M. MANGALINDAN,
PLAINTIFFS-APPELLEES, VS. EVELYN SAN RAMON AND DANILO
YUMOL, DEFENDANTS-AP...**

Ponente: GONZALES-SISON, M., J.

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GONZALES-SISON, M., J.:

On appeal before this Court is the 28 May 2013 Decision of the Regional Trial Court of Manila, Branch 11 in Civil Case No. 10-124524, the dispositive portion of which states that:

“WHEREFORE, foregoing premises considered, the Court renders judgment in favor of plaintiffs and orders the Decision dated July 28, 2003 of the Regional Trial Court of Manila, Branch 1 in Civil Case No. 01-101639 as hereby REVIVED.

SO ORDERED.”[1]

The facts of the case, as culled from the Decision of the trial court, are as follows:

“This is a case for Revival of Judgment filed by plaintiffs against herein defendants.

Plaintiffs, in their Memorandum, discussed the following matters: they filed a case for Sum of Money on August 17, 2001; it was raffled to the Regional Trial Court of Manila, Branch 1; and the latter rendered a Decision dated July 28, 2003 in favor of the plaintiffs, the dispositive portion of which states:

“WHEREFORE, PREMISES CONSIDERED, judgment by default is hereby rendered ordering defendants:

1.To pay jointly and severally, their obligation to plaintiffs in the amount of Eight Thousand (8,000) Kuwaiti Dinars or its equivalent in local currency at the exchange rate prevailing on due date, June 1, 2001 with interest at the legal rate of twelve percent (12%) on the unpaid balance from July 28, 2001 until fully paid.

2.To pay attorney's fees of P50,000.00.

3.To pay costs of suit.”

The said decision became final and executory, however, it was not executed. Thus this case was filed. Plaintiffs pointed out that the following issues are needed to be resolved by this Court: 1) whether or not the judgment of the RTC Branch 1, can be revived pursuant to Section 6, Rule 39 of the Rules of Court; 2) whether or not defendants are liable to plaintiffs in the amounts stated in the decision dated July 28, 2003; and 3) whether or not defendants are liable to pay additional damages.

Defendants on the other hand, made the following arguments: that they were assured by the attorney-in-fact of the plaintiffs that the matter in the said case would no longer be pursued; that they were surprised that there was already a decision in the case; that they pointed out that the said Decision was not served upon them and hence could not have attained finality; that they were not informed of the proceedings in the said case; that estoppel by

laches would already apply; and that plaintiffs would be unjustly enriched if the said decision will be revived.”[2]

The trial court rendered a Decision in favor of the plaintiffs and ordered the revival of the 28 July 2003 Decision of the Regional Trial Court of Manila, Branch 1 in Civil Case No. 01-101639.

Hence, this appeal with the following assignment of errors, to wit:

1. THE COURT A QUO GRAVELY ERRED IN NOT RULING THAT THE DECISION IN CIVIL CASE NO. 01-101639, WHICH DECISION WAS NOT SERVED UPON THE DEFENDANTS-APPELLANTS HAS NOT ATTAINED FINALITY, HENCE CANNOT BE ENFORCED THROUGH THE PRESENT ACTION;
2. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT THE PROCEEDINGS IN CIVIL CASE NO. 01-101639 IS A NULLITY CONSIDERING THAT THE DEFENDANTS-APPELLANTS WERE NOT INFORMED OF THE PROCEEDINGS BEING UNDERTAKEN IN THE SAID CIVIL CASE;
3. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT PLAINTIFFS-APPELLEES WERE ALREADY GUILTY OF LACHES;
4. THE COURT A QUO GRAVELY ERRED IN NOT FINDING THAT GRAVE INJUSTICE [sic] WILL BE CAUSED UPON THE DEFENDANTS-APPELLEES [sic] IF THE DECISION WILL BE ENFORCED. THE PLAINTIFFS-APPELLEES WILL BE UNJUSTLY ENRICHED AT THE EXPENSE OF THE DEFENDANTS-APPELLANTS.

On the first and second assigned errors, petitioners claim that they were not the ones who received the decision in Civil Case No. 01-101639 thus the said decision could not have attained finality. They were not even allegedly furnished of all the processes in the proceedings therein thus violating their rights to due process.

Anent the third and fourth assigned errors, petitioners insist that, granting without admitting that the allegations in the complaint are true, the complaint must be dismissed by reason of estoppel and laches. The very long inaction of the plaintiffs-appellees would show their lack of intent to enforce their right, if not, lack of belief that the plaintiffs-appellees have a right against the defendants-appellants.

On the other hand, plaintiffs-appellees maintain that the trial court did not err in ordering the revival of Civil Case No. 01-101639 as the said Decision became final and executory on 08 October 2003 and defendants-appellants did not move for a reconsideration or file an appeal.

Anent the alleged ground of estoppel and laches, the appellees reiterate that the same is not applicable in the case at bar because the revival of judgment to enforce the decision dated 28 July 2003 was timely filed in accordance with Section 6, Rule 39 of the Rules of Civil Procedure and also has not been barred by the statute of limitations.

We agree with the appellees.

An action for revival of judgment is governed by Article 1144 (3)[3] of the Civil Code and Section 6, Rule 39 of the Rules of Court. Pursuant to Section 6 of Rule 39,[4] once a judgment becomes final and executory, the prevailing party can have it executed as a matter of right by mere motion within five years from date of entry of the judgment. If the prevailing party fails to have the decision enforced by a motion after the lapse of five years from the date of its entry, the said judgment is reduced to a right of action which must be enforced by the institution of a complaint in a regular court within 10 years from the time the judgment became final.[5]

In the instant case, petitioners are seeking to revive the judgment rendered on 28 July 2003 by Branch 1 of the Regional Trial Court of Manila in Civil Case No. 01-101639 ordering the defendants-appellants to, among others, pay jointly and severally, their obligation to plaintiffs-appellees in the amount of Eight Thousand (8,000) Kuwaiti

Dinars or its equivalent in local currency at the exchange rate prevailing on due date, June 1, 2001 with interest at the legal rate of twelve percent (12%) on the unpaid balance from July 28, 2001 until fully paid.

Thus, plaintiffs-appellees have five years therefrom to execute said judgment by mere motion and, should they fail to do so, have ten years from said date to revive the judgment by an independent action, which they filed on 22 October 2010. The lapse of a period of seven (7) years is well within the ambit of the period set forth under Section 6, Rule 39 of the Rules of Court.

As regards to appellants' asseveration that they were not informed of the proceedings being undertaken in the original civil case, suffice it to state that they failed to convince this Court of such allegation. A certain Carlo Soledad received a copy of the decision for them as appearing on the records. Except for their bare denials, there was no proof presented to contradict the evidence presented by the plaintiffs-appellees.

Furthermore, a Certification from the Clerk of Court of the Regional Trial Court of Manila, Branch 1 states that the said decision was furnished to the defendants-appellants on 23 September 2003 and that the said judgment had become final and executory.

Appellants' claim that the case is already barred by estoppel and laches is also baseless. As already discussed, the filing of the second complaint is well within the time frame set forth under Section 6 of Rule 39 of the Rules of Court hence the plaintiffs-appellees are not barred by the statute of limitations. The purpose of the law in prescribing time limitations for enforcing judgments by action is to prevent obligors from sleeping on their rights.[6] In the instant case, far from sleeping on their rights, plaintiffs-appellees filed the second complaint to enforce their right against the defendants-appellants.

Verily, the revival of the Judgment of the Regional Trial Court of Manila, Branch 1 in Civil Case No. 01-101639 is in order.

WHEREFORE, in light of the foregoing premises, the appeal is hereby DISMISSED and accordingly the assailed Decision dated 28 May 2013 is AFFIRMED in toto.

SO ORDERED.

Carandang, R.D., and Sorongon, E. D., JJ., concur.

[1] Rollo, p. 17.

[2] Rollo, pp. 15-16.

[3] New Civil Code provides:

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

- (1) Upon a written contract;
- (2) Upon an obligation created by law;
- (3) Upon a judgment.

xxx xxx xxx

Art. 1152. The period for prescription of actions to demand the fulfillment of obligations declared by a judgment commences from the time the judgment became final.

[4] SEC. 6. Execution by motion or by independent action. — A final and executory judgment or order may be executed on motion within five (5) years from the date of its entry. After the lapse of such time, and before it is barred by the statute of limitation, a judgment may be enforced by action. The revived judgment may also be

enforced by motion within five (5) years from the date of its entry and thereafter by action before it is barred by the statute of limitations.

[5] Bausa, et. al. v. Heirs of Dino, et. al., G.R. No. 167281. August 28, 2008.

[6] Macias v. Lim, G.R. No. 139284, June 4, 2004, 431 SCRA 20, 38.

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