

VENANCIO CASTAÑEDA AND THE FIRST NATIONAL SURETY AND ASSURANCE COMPANY, INC., PETITIONERS, VS. THE COURT OF APPEALS AND CANDIDO R. DIZON, RESPONDENTS.*G.R. No. L-20268. April 28, 1969*

Ponente: MAKALINTAL, J.

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The present case is an instance where this Court and the parties themselves as well as their respective counsel could have been spared much needless expense of time and effort if there had been less recourse to technicality and more adherence to reason and common sense, especially on the part of respondent.

This action was originally filed by Candido R. Dizon against Venancio Castañeda in the Court of First Instance of Manila for recovery of rentals and damages on a contract of lease involving a tractor. The First National Surety and Assurance Company was included as defendant on the performance bond it had put up for the lessee. Judgment was rendered for the plaintiff. Both parties appealed, and the Court of Appeals, ruling upon each one of the errors allegedly committed by the trial court, arrived at the following breakdown of the defendants' liability:

1. Rentals in arrears	P 6,266.54
2. Penalty	16,833.25
3. Cost of repairs of tractor	10,547.03
4. Expenses for recovering tractor	2,073.55
5. Attorney's fees	2,000.00
P 37,720.37	
Deduct: Amount already paid	
by defendant Castañeda	3,000.00
Total Amount of award:	
P 34,720.37	

The foregoing is confirmed by the statement in the paragraph immediately preceding the dispositive portion of the decision, which reads: "After deducting P3,000.00 which defendant Castañeda paid after the complaint was filed, there is due the plaintiff P34,720.37."

The dispositive portion, however, states:

"Wherefore, the appealed decision is modified accordingly and it is hereby ordered:

- (1) That the defendants pay to the plaintiff jointly and severally the amount of P21,000.00 with legal interests thereon from the filing of the complaint until fully paid, plus P2,000.00 as attorney's fees and the costs;

(2) That the third-party defendants pay to the First National Surety and Assurance Company whatever amount the latter may pay to the plaintiff under this judgment with 12% interest thereon per annum, plus 15% of said amount as attorney's fees;

(3) That defendant Castañeda alone pay to the plaintiff the amount of P13,720.37 with legal interest thereon from the filing of the complaint until fully paid.

The appealed decision is affirmed in all other respects."

Under paragraphs (1) and (2) above, defendant Castañeda was adjudged to pay, together with defendant Surety, the sum of P23,000.00; and under paragraph (3) Castañeda, alone, the sum of P13,720.37. The total sum of P36,720.37 is P2,000.00 more than the amount arrived at by the Court in the body of its decision.

The defendants moved for clarification and partial reconsideration on two grounds one of which was the discrepancy, attributed to clerical error, in the computation. The defendant answered the motion, and with reference to this particular group concurred therein in this wise:

"That defendants-appellants-appellees seek the reconsideration of the decision herein rendered on only two points, namely: (1) That there is a clerical error in the dispositive part of said decision wherein it is ordered 'that defendant Castañeda alone pay to the plaintiff the sum of P13,720.37 with legal interest thereon from the filing of the complaint until fully paid', instead of only P11,720.37, which is the correct total amount resulting from the pronouncements of the decision after deducting the amount of P3,000.00 paid during the pendency of the litigation in the lower court; and (2) that the penalty awarded is allegedly unconscionable and iniquitous;"

"That plaintiff-appellant-appellee finds the first ground well taken. The amount of P13,720.37 appearing in the first paragraph of page 20 of the decision should read and be reduced to only P11,720.37, the excess of P2,000.00 being evidently a clerical error which can be corrected at any time;"

The Court of Appeals nevertheless denied the motion, saying that there was no discrepancy insofar as the total award was concerned. From the portion of the judgment aforesaid and the denial of their motion for clarification and reconsideration the defendants have come up to us for review by certiorari.

We have carefully gone over the decision of the Court of Appeals and find that there really is an inconsistency between the body and the dispositive portion. The latter awards P2,000.00 more than what has been found to be the liability of the defendants in the ratio decidendi of the case. As has been observed, the plaintiff himself concurred in the defendants' prayer, saying that the error was merely clerical and therefore could be corrected at any time.

In the present proceeding before us, however, the plaintiff, as respondent, vigorously objects to the correction on two grounds: (1) that the decision of the Court of Appeals had become final and executory when the motion for clarification and partial reconsideration was filed; and (2) that the amount awarded in the said decision constitutes a finding of fact which is beyond the jurisdiction of this Court to review and alter.

We find ourselves unable to appreciate the present position of respondent. After joining with petitioners in the latter's motion for reconsideration in the Court of Appeals, admitting the error in computation committed by said Court and asking that the same be corrected, which correction, being merely clerical, could be done at any time, respondent would now have the error perpetuated to his own advantage.

Respondent says that petitioners' motion for reconsideration was filed late. The record shows that they received a copy of the decision of the Court of Appeals on April 16, 1962. They had fifteen (15) days thereafter, or until May 1, within which to file such motion. May 1 and 2 were official holidays and on May 3 petitioners prayed for and

were granted an extension of fifteen (15) days, or until May 16. On this latter date they again obtained a second extension of five (5) days, or until May 21; and on this last day they filed their motion for reconsideration. Petitioners' allegation as to this second extension has not been denied by respondent. The latter, however, contends that the fifteen-day period within which to file a motion for reconsideration is non-extendible, taking into account Rule 54, Section 1 (now Rule 52), as follows:

'SEC. 1. Motion for re-hearing. A motion for a re-hearing or reconsideration shall be made ex-parte and filed within fifteen days after promulgation of the final order or judgment. No more than one motion for re-hearing or reconsideration shall be filed without express leave of the court. A second motion for reconsideration shall be presented within fifteen days from promulgation of the order or judgment, deducting the time in which the first motion has been pending, or in the discretion of the court, within two days from notice of order denying the first motion.'

There is nothing in the rule relied upon which would justify the argument that the fifteen-day period within which to file a motion for reconsideration of the decision of the Court of Appeals may not be extended. The Court has control over its processes and in its discretion may grant such extension if seasonably sought. The rules fixing the periods of time within which certain acts relating to procedure must be done are not so rigid as to render the periods thus fixed absolutely non-extendible, unless the rules themselves expressly so provide. Besides, respondent himself, in his answer to petitioners' motion, asked that the error be corrected, and he would not have done so if he believed that the error was already beyond correction.

As to the claim that this Court may not review a finding of fact by the Court of Appeals, it need only be stated that no such review is here involved. For precisely it is the said Court's own factual findings, contained in the body of its decision, that furnish the basis of the instant petition.

Wherefore, the judgment of the Court of Appeals is hereby modified by reducing the amount stated in paragraph (3) of the same from P13,720.37 to P11,720.37, thereby fixing the total amount awarded to the plaintiff in the said judgment at P34,720.37, exclusive of interests. Double costs against respondent in this instance.

Reyes, J.B.L., Acting C.J., Dizon, Zaldivar, Sanchez, Fernando, Teehankee, and Barredo, JJ., concur.

Concepcion, C.J., voted in favor of this opinion before going on official leave.

Castro, J., on leave, did not take part.

Capistrano, J., did not take part.

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