

**MANUEL ARANETA AND JOSE L. UY, PLAINTIFFS AND APPELLANTS,
VS. COMMONWEALTH INSURANCE CO., ET AL., DEFENDANTS AND
APPELLEES.***G. R. No. 11584. April 28, 1958*

Ponente: REYES, J.B.L., J.

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Defendant-appellee Commonwealth Insurance Co. is a domestic corporation engaged in the insurance and bonding business. On April 2, 1949, said corporation issued a shipments of scrap steel on said vessel, and a surety bond, with appellants Manuel Araneta and Jose L. Uy as principals and the corporation as surety, in favor of the De la Rama Steamship Co., Inc., to secure the payment, within twenty days from the departure of the vessel S. S. "Doña Aurora" from Manila to Formosa on April 12, 1949, of the balance due on the freight of certain amount not exceeding P20,000. Plaintiffs-appellants Araneta and Uy in turn executed, together with Messrs. Cathay Co. and Ang Lam & Sons Co., an indemnity agreement in favor of the appellee corporation binding themselves to indemnify the latter for any such sums as it might be made to pay to the De la Rama Steamship Co. under the aforementioned surety bond.

Plaintiffs-appellants Araneta and Uy failed to pay the balance of the freight charges due on the shipment in question, and upon demand by the De la Rama Steamship Co., the appellee corporation paid to it the sum of P15,000 on May 1, 1949. After such payment, the guarantors Cathay Co. and Ang Lam & Sons Co. reimbursed or indemnified the appellee corporation the sum of P12,000, on condition, however, that both Cathay Co. and Ang Lam and Sons Co., would not be liable anymore for the payment of the uncollected balance of P3,000.

Having thus released the guarantors from the balance of its credit of P3,000, the appellee corporation filed suit against appellants Manuel Araneta and Jose L. Uy for the payment of the uncollected balance of P3,000 (Civil Case No. 12276 of the Court of First Instance of Manila). After trial, the court, through Judge Bienvenido A. Tan, rendered judgment in favor of the plaintiff corporation and against defendants Araneta and Uy, "ordering said defendants to pay jointly and severally to plaintiff the sum of P3,000 plus P600 as attorney's fees, and the costs". Defendants Araneta and Uy did not appeal from this judgment but instead filed a special civil action in the Court of Appeals for the issuance of a writ of certiorari to annul the judgment (C.A.-G.R. No. 1144-R), but said action was, however, dismissed by the appellate court on the ground that appeal was the proper remedy.

The judgment in Civil Case No. 12276, therefore, became final and executory and on July 23, 1954, the court, with Judge Edilberto Barot presiding, issued a writ of execution. To restrain the execution, defendants Araneta and Uy filed on July 21, 1955 the present complaint for injunction, also in the Court of First Instance of Manila, alleging that the decision of Judge Bienvenido A. Tan in Civil Case No. 12276 is a nullity and asking that execution thereof be enjoined. After trial, the court below, presided over by Judge Bonifacio Isip, dismissed the complaint for injunction on the ground of res judicata, from which dismissal plaintiffs Araneta and Uy appealed to this Court.

There is clearly no merit in the appeal.

In the first place, Judge Isip of the lower court did well in refusing to enjoin a writ of execution issued by a judge of another branch of the same court. "It is settled by an overwhelming weight of authority that no court has power to interfere by injunction with the judgments or decree of a court of concurrent or coordinate jurisdiction having equal power to grant the relief sought by injunction.* * * The various branches of the Court of First Instance of Manila are in a sense coordinate courts and to allow them to interfere with each other's judgments or decrees by injunctions would obviously lead to confusion and might seriously hinder the administration of justice." (Cabigao vs. Del Rosario, 44 Phil., 182; See also Philippine National Bank vs. Javellana, 92 Phil., 525; 49 Off. Gaz., 124; Montesa vs. Manila Cordage Company, 92 Phil., 25; 48 Off. Gaz., [9], 3063; Ongsingco vs. Hon. Bienvenido A. Tan, 97 Phil., 380).

In the second place, appellants base their claim of the alleged nullity of the decision of Judge Bienvenido A. Tan in Civil Case No. 12276 in that Judge Tan committed error in ordering them to pay the appellee corporation the sum of P3,000, knowing that said corporation had released appellants' co-guarantors from liability for said amount, and under Art. 2078 of the Civil Code, a release made by the creditor in favor of one of the guarantors, without the consent of the others, benefits all to the extent of the share of the guarantor to whom it has been granted. This supposed error attributed to Judge Tan is not an error of jurisdiction, but, if at all, an error of judgment (because appellants were the principal debtors whose obligation was guaranteed by the Commonwealth Insurance Co., and were liable to it by virtue of its payment to the creditor) or of application of the law. Not being jurisdictional, such an error, even if committed, does not render the decision in Civil Case No. 12276 void. Where the court has jurisdiction over the parties and the subject-matter, and the court commits errors of judgment in the exercise of its jurisdiction, said errors are mere errors of judgment, correctible and reviewable only by appeal, and if no appeal is taken, the decision, erroneous or not, becomes final and executory, and is valid and binding upon the parties (Vicente vs. Lucas, 95 Phil., 716; Daquis vs. Bustos, 94 Phil., 913; 50 Off. Gaz. No. 5, 1964).

There is no question that Judge Tan had jurisdiction over the parties and the subject-matter in Civil Case No. 12276. If appellants had believed that his judgment therein was erroneous, they should have sought its review by appeal. Appellants did not appeal from the decision, hence it became final and executory, and is now fully binding upon them. At the present stage, therefore, it is already too late to have said judgment corrected and modified. As the lower court correctly held, appellants' present complaint is barred by *res judicata*.

The decision appealed from is, therefore, affirmed, and the present appeal dismissed, with costs against appellants Manuel Araneta and Jose L. Uy. So ordered,

Paras, C. J., Bengzon, Montemayor, Bautista Angelo, Labrador, Concepcion, Endencia, and Felix, JJ., concur.

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